

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT**

Rockingham Superior Court
Rockingham Cty Courthouse/PO Box 1258
Kingston NH 03848-1258

Telephone: 1-855-212-1234
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

SUMMONS IN A CIVIL ACTION



Case Name: **John St. Pierre v Jefferson River Investors I, LLC**
Case Number: **218-2021-CV-01240**

Date Complaint Filed: December 15, 2021

A Complaint has been filed against Jefferson River Investors I, LLC in this Court. A copy of the Complaint is attached.

The Court ORDERS that ON OR BEFORE:

January 31, 2022	John St. Pierre shall have this Summons and the attached Complaint served upon Jefferson River Investors I, LLC by in hand or by leaving a copy at his/her abode, or by such other service as is allowed by law.
February 21, 2022	John St. Pierre shall electronically file the return(s) of service with this Court. Failure to do so may result in this action being dismissed without further notice.
30 days after Defendant is served	Jefferson River Investors I, LLC must electronically file an Appearance and Answer or other responsive pleading form with this Court. A copy of the Appearance and Answer or other responsive pleading must be sent electronically to the party/parties listed below.

Notice to Jefferson River Investors I, LLC: If you do not comply with these requirements you will be considered in default and the Court may issue orders that affect you without your input.

Send copies to:

Daniel M. Deschenes, ESQ	Hinckley Allen Snyder LLP 650 Elm St Ste 500 Manchester NH 03101
Owen Robert Graham, ESQ	Hinckley Allen Snyder LLP 28 State St Boston MA 02109
Christopher H.M. Carter, ESQ	Hinckley Allen Snyder LLP 650 Elm St Ste 500 Manchester NH 03101
Jefferson River Investors I, LLC	1330 Avenue of the Americas New York NY 10019

BY ORDER OF THE COURT

December 17, 2021

(126564)

Jennifer M. Haggar
Clerk of Court

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NOTICE TO DEFENDANT

Case Name: **John St. Pierre v Jefferson River Investors I, LLC**
Case Number: **218-2021-CV-01240**

You have been served with a Complaint which serves as notice that this legal action has been filed against you in the **Rockingham Superior Court**. Review the Complaint to see the basis for the Plaintiff's claim.

Each Defendant is required to electronically file an Appearance and Answer 30 days after service. You may register and respond on any private or public computer. For your convenience, there is also a computer available in the courthouse lobby.

If you are working with an attorney, they will guide you on the next steps. If you are going to represent yourself in this action, go to the court's website: www.courts.state.nh.us, select the Electronic Services icon and then select the option for a self-represented party.

1. Complete the registration/log in process. Click Register and follow the prompts.
2. After you register, click Start Now. Select **Rockingham Superior Court** as the location.
3. Select "I am filing into an existing case". Enter **218-2021-CV-01240** and click Next.
4. When you find the case, click on the link and follow the instructions on the screen. On the "What would you like to file?" screen, select "File a Response to Civil Complaint". Follow the instructions to complete your filing.
5. Review your Response before submitting it to the court.

IMPORTANT: After receiving your response and other filings the court will send notifications and court orders electronically to the email address you provide.

A person who is filing or defending against a Civil Complaint will want to be familiar with the Rules of the Superior Court, which are available on the court's website: www.courts.state.nh.us.

Once you have registered and responded to the summons, you can access documents electronically filed by going to <https://odypa.nhecourt.us/portal> and following the instructions in the User Guide. In that process you will register, validate your email, request access and approval to view your case. After your information is validated by the court, you will be able to view case information and documents filed in your case.

If you have questions regarding this process, please contact the court at 1-855-212-1234.

STATE OF NEW HAMPSHIRE
ROCKINGHAM, ss. SUPERIOR COURT

Docket No. 218-2021-CV-01240

John St. Pierre
Plaintiff

v.

Jefferson River Investors I, LLC
Defendant

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff John St. Pierre, pursuant RSA 491:22, hereby petitions this Court for a declaration that a payment obligation under a certain \$900,000 Promissory Note that originally was between St. Pierre and Legacy Global Sports, L.P., and that was assigned to Defendant Jefferson River Investors I, LLC by the Chapter 7 Trustee of the Legacy bankruptcy estate, was not triggered by the bankruptcy auction of a portion of Legacy's assets.

PARTIES

1. Plaintiff John St. Pierre ("St. Pierre") is a natural person residing at 3 Bradley Lane, North Hampton, New Hampshire, 03861.
2. Defendant Jefferson River Investors I, LLC ("Jefferson"), upon information and belief, is a Delaware limited liability company with a primary place of business at 1330 Avenue of the Americas, New York, New York, 10019.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to RSA 491:22.
4. Venue is appropriate in this Court, pursuant to RSA 507:9, because St. Pierre resides in this judicial district.

FACTUAL BACKGROUND

5. Prior to its bankruptcy in May 2020, Legacy was a premier youth sports event and management company. Operating through a number of affiliated companies and divisions each separately focused on a particular sport – including youth hockey, soccer, and lacrosse, among other sports – Legacy provided a broad range of tours, tournaments, camps, and related services in the United States and internationally.

6. In 2003, St. Pierre co-founded Legacy’s predecessor, Selects Sports Management, Inc. (“SSMI”). SSMI provided services to elite youth athletes at youth sporting events throughout North America and Europe.

7. In or about January 2014, St. Pierre took over as SSMI’s CEO and President. He was instrumental in building SSMI, and later Legacy, into a company that, by 2018, generated annual revenues of approximately \$55 million.

8. On several occasions after January 2014, SSMI, and Legacy, funded the company’s growth strategy by conducting capital raises with outside investors.

9. In early 2016, a venture capital firm, Generation Capital (“GenCap”), invested a total of \$5 million in the company at a post-money valuation of \$20 million.

10. In connection with the GenCap investment, SSMI was restructured and three new entities were created: Legacy, a limited partnership; Legacy Global Sports, LLC (“LGS/LLC”), which was Legacy’s General Partner; and Legacy Global Sports Holdings, Inc. (“LGS/Holdings”), which was LGS/LLC’s sole Member. LGS/Holdings was 100% owned by SSMI, and the original owners of SSMI (including St. Pierre) retained their equity stake in that company.

11. Immediately prior to the GenCap investment, St. Pierre held a 10.74% interest in SSML. To ensure that St. Pierre's interest was not diluted by the \$5 million capital raise, and to incentivize St. Pierre to stay on as CEO and President, the company's majority owners agreed to provide St. Pierre an executive equity package in the form of an equity buy back from other owners.

12. Under the executive equity package, Legacy loaned St. Pierre \$900,000 for the purchase of membership units from other owners, so that his total interest in following the GenCap investment would be 12.56% (St. Pierre's interest would have been diluted to 8.06% without the executive equity package). The package was structured so that St. Pierre would not have any repayment obligation under the loan unless or until a future sale or acquisition occurred which enabled St. Pierre to sell his interest in the company for value.

13. On March 4, 2016, St. Pierre signed a Promissory Note (the "Note") for the loan of \$900,000. See **Exhibit 1** (3/4/16 Promissory Note).

14. As stated in the Note, as of March 4, 2016, St. Pierre resided in North Hampton, New Hampshire, and Legacy's principal place of business was in Portsmouth, New Hampshire.

15. Under the Note, St. Pierre has no repayment obligation unless or until one of two events occurs: (a) "any sale of 90 percent of [Legacy's] partnership interest to a bona fide third party purchaser for value," or (b) "the sale of all or *substantially all assets of [Legacy] to a bona fide third party purchaser for value.*" *Id.* (Emphasis added.) Upon the occurrence of one of these events, outstanding principal and accrued interest (at a rate of 2.53% interest per annum) is due with 90 days; however, if the principal is paid in full when due, any interest accrued "shall be forgiven and deemed paid in full."

16. In April 2018, Legacy conducted a second capital raise and closed on a \$19 million growth equity round. Of this amount, St. Pierre invested \$500,000 of his own money while Jefferson invested \$16.5 million to acquire a 35.3% interest in Legacy (based on a post-money valuation of \$45 million).

17. Within six months of its investment, Jefferson used its control over Legacy's seven-member Board of Members, and its control over the company's management, to freeze St. Pierre out of the company. In November 2018, the Jefferson-controlled Board terminated St. Pierre as President and CEO, and eliminated St. Pierre's seat on the Legacy Board. Then, in February 2019, Legacy, while under Jefferson's control, filed a lawsuit against St. Pierre and others in Rockingham County Superior Court, in the matter styled Legacy Global Sports, L.P. v. John St. Pierre et al., Docket No. 218-0219-CV-00198 (the "Legacy Litigation"). Legacy asserted unfounded claims that St. Pierre had breached his duty of loyalty to the company. St. Pierre, in turn, filed counterclaims for, inter alia, wrongful termination, breach of contract, fraudulent inducement, corporate freeze-out/breach of fiduciary duty, and contractual indemnification under the Legacy limited partnership agreement for costs and attorney's fees incurred in defending against Legacy's unfounded claims in the Legacy Litigation.

18. Legacy's operations continued during the pendency of the Legacy Litigation. Despite actions taken by the Jefferson-controlled Board which vastly increased the company's overhead and expenses, Legacy's revenues in each 2018 and 2019 were maintained at approximately \$55 million, while sales and general administrative expenses increased by \$18 million. The huge increase in year-over-year overhead expenditures depleted all resources from the 2018 capital raise and left Legacy in state of financial turmoil by the end of 2019.

19. The onset of the COVID-19 pandemic in March 2020 disrupted Legacy's business. However, the company and its assets remained valuable. In or about April 2020, St. Pierre offered \$4 million to purchase just one component of the company's business, its hockey division. Jefferson, which then controlled Legacy's Board, rejected the offer, alleging it "grossly" undervalued that asset. Upon information and belief, at or around the same time period, Jefferson also rejected a separate offer from a Chicago-based company to purchase Legacy's hockey business for an amount between \$6 million - \$7 million.

20. On May 20, 2020, after Jefferson had caused Legacy to both stop paying its vendors, and to withhold refunds for customers for tours that had been cancelled, creditors of Legacy filed an involuntary petition for relief under Chapter 7 of the United States Bankruptcy Code.

21. As a result of the involuntary petition, on June 16, 2020, the Superior Court issued an order staying the Legacy Litigation. The Legacy Litigation has remained stayed, such that St. Pierre has not been able to pursue recovery under his counterclaims against the company.

22. On June 23, 2020, the Bankruptcy Court entered an order of relief against Legacy. Thereafter, the Trustee was appointed Chapter 7 trustee of the bankruptcy estates of Legacy and its affiliated companies.

23. On September 21, 2020, St. Pierre filed a proof of claim in the Legacy bankruptcy, asserting unsecured claims for damages recoverable under his counterclaims in the Legacy Litigation, including: \$742,000 under the counterclaim for indemnification under the Legacy limited partnership agreement (said \$742,000 representing the attorney's fees St. Pierre had incurred as of that date in the Legacy Litigation); and \$570,000 under the counterclaim for

wrongful termination. The proof of claim noted that St. Pierre's other counterclaims sought damages that were as yet unliquidated.

24. On August 21, 2020, the Trustee filed a motion with the Bankruptcy Court (the "Motion") to request authorization to sell certain Legacy assets (the "Assets") by on-line public auction. See **Exhibit 2** (8/21/20 Motion). Appended to the Motion were seven schedules (Schedules 1-7) that listed many (but not all) of the Assets to be auctioned, as follows:

Schedule 1 – Trade Names/Other Names Under Which Business is Transacted

Schedule 2 – Domain Names

Schedule 3 – Social Media Accounts

Schedule 4 – Goodwill and Intangibles

Schedule 5 – Non-Residential Real Property Leases & Executory Contracts

Schedule 6 – Legacy Global Sports Computers

Schedule 7 – Vehicles

25. In the Motion, the Trustee further described the Assets, to include the items listed in Schedules 1-7, and additional items, as follows:

- (i) intellectual property, trade names and trade secrets, including the trade names set forth on the attached Schedule 1;
- (ii) domain names, including those set forth on the attached Schedule 2;
- (iii) social media accounts, related internet pages, content and contact/subscriber lists, and any related social media assets, including those set forth on Schedule 3;
- (iv) goodwill and other intangibles, including those set forth on the attached Schedule 4;
- (v) interests in domestic and foreign non-debtor entities, including LGS's Swedish subsidiary, LGS Europe, AB ("LGS Europe");
- (vi) accounts receivable and prepaid expenses;
- (vii) licenses, permits and other approvals;

- (viii) executory contracts and unexpired leases, including those set forth on Schedule 5;
- (ix) customer lists, customer communications, and marketing information including personally identifiable information defined pursuant to 11 U.S.C. § 101(41A) in accordance with the Debtors' privacy policies to the extent permitted by the Bankruptcy Court;
- (x) computers, including those set forth on Schedule 6;
- (xi) vehicles, wherever located, including those set forth on the attached Schedule 7;
- (xii) various hockey equipment, apparel, signs and marketing material located at A-Verdi Storage Containers, 14150 Route 31, Savannah, NY13146 and at Life Storage, 6467 Main Street, Buffalo, NY 14221;
- (xiii) various lacrosse equipment, apparel, signs and marketing material located at Cubesmart Cube F51, 307 East Hanover, NJ 07960; and
- (xiv) rights relating to the enforcement or protection of any of the purchased Assets.

26. Initially, Jefferson, which then was firmly in control of Legacy, did not disclose to the Trustee that the company's assets included a "PFE Housing Booking Platform," which was used to book tours and other programs. The Platform was added to the list of Legacy's assets only after St. Pierre informed the Trustee of the Platform's existence.

27. On October 1, 2020, the Trustee conducted the on-line auction. On January 28, 2021, the Trustee reported to the Bankruptcy Court that the auction had resulted in the sale of only three Assets, for a collective amount of only \$407,000. **Exhibit 3** (1/28/21 Motion For Order Authorizing Payment to Auctioneer), at p. 3. According to the Trustee, those three Assets, and the price paid for each, were as follows:

- a. Legacy's interest in LGS Europe AB, for \$30,000;
- b. The PSE Housing Booking Platform, for \$370,000;
- c. 19 laptops and desk tops, for \$7,000.

28. All told, of the 429 items that the Trustee identified as comprising Legacy's Assets, only 21 items (representing 4.9% of the total), were sold.

29. In the weeks and months immediately preceding October 1, 2020, the Trustee did not allege that the auction triggered a payment obligation under the Note. If a payment obligation had been triggered (which did not occur), payment would have been due no later than 90 days after the auction. On or about January 1, 2021, the 90 day milestone passed without any allegation by the Trustee that St. Pierre was in default.

30. In the January 28 report to the Bankruptcy Court, the Trust represented he was "exploring a second auction or a private sale with respect to the unsold assets," and also was considering "abandoning" other Assets, namely, the vehicles references in Schedule 7 to the Motion. Id. at 3-4. No other auction was conducted and, upon information and belief, none of Legacy's other Assets was sold.

31. More than seven months after the auction, by letter dated June 14, 2021, the Trust first demanded that St. Pierre make payment under the Note. In the letter, the Trustee alleged that "[o]n October 1, 2020, substantially all of the assets of Legacy Sports were sold." See Exhibit 4 (6/14/21 letter). This was inaccurate, as the Trustee conceded to the Bankruptcy Court on January 28, 2021. Furthermore, despite having made no prior payment demand, the Trustee alleged that St. Pierre "failed and neglected to pay in full the principal and interest due thereon," and that St. Pierre therefore was liable for "the outstanding principal balance of \$900,000 plus accrued interest from and after March 4, 2016." Id.

32. On July 20, 2021, St. Pierre responded to the Trustee's demand. See Exhibit 5 (7/20/21 letter). St. Pierre asserted that a repayment obligation under the Note had not been

triggered because the Trustee had not sold substantially all of Legacy's assets to a bona fide third party purchaser for value.

33. Even had a payment obligation under the Note been triggered, any amount that St. Pierre owed to Legacy would be offset by Legacy's liability to St. Pierre under counterclaims asserted by him in the Legacy Litigation, which remains stayed.

34. On July 20, 2021 (the same day that St. Pierre responded to the Trustee's demand under the Note), the Trustee filed a motion in the Bankruptcy Court seeking approval of a stipulated settlement between the Trustee and Jefferson. The settlement provided, inter alia, for the assignment of Legacy's rights under the Note to Jefferson. The Bankruptcy Court ultimately approved the stipulated settlement, with modifications unrelated to the assignment, in November 2021.

35. Upon information and belief, Jefferson now intends to pursue St. Pierre for payment of the Note's unpaid principal and accrued interest.

COUNT I
DECLARATORY JUDGMENT: TRIGGER OF PAYMENT OBLIGATION

36. St. Pierre hereby repeats and incorporates by reference the allegations contained in the above paragraphs as though fully set forth herein.

37. A present and actual controversy exists between St. Pierre and Jefferson, as the Trustee's assignee, as to whether a payment obligation under the Note has had been triggered.

38. The sale of a small portion of Legacy's Assets during the October 1, 2020 auction did not constitute the sale of "substantially all" of the Assets, as required under the Note.

39. Furthermore, the sale of Legacy's Assets through a bankruptcy auction, for a fraction of the Asset's pre-bankruptcy value, did not constitute a sale to a "bona fide third party purchaser for value," as required under the Note.

40. St. Pierre is entitled to a declaration that a payment obligation under the Note was not triggered by the bankruptcy motion.

COUNT II
DECLARATORY JUDGMENT: INTEREST; RIGHTS OF SET OFF

41. St. Pierre hereby repeats and incorporates by reference the allegations contained in the above paragraphs as though fully set forth herein.

42. Should the Court determine that a payment obligation under the Note was triggered, a present and actual controversy exists as to whether St. Pierre is liable for interest accrued since March 2016 as alleged by the Trustee.

43. Furthermore, as Legacy's assignee, Jefferson took assignment of the Note subject to all rights of set-off that St. Pierre held against Legacy at the time of the assignment.

44. At the time of the assignment, St. Pierre held (and he continues to hold) valid counterclaims against Legacy in the Legacy Litigation, the resolution of which have been stayed due to the Legacy bankruptcy.

45. As a matter of equity, St. Pierre is entitled to off-set any amount owed under the Note with the amount of any judgment on his counterclaims in the Legacy Litigation.

46. Legacy would be a necessary party in proceedings to resolve St. Pierre's counterclaims against Legacy. Accordingly, for purposes of establishing St. Pierre's set-off rights, the adjudication of the counterclaims would require relief from the automatic stay imposed by the bankruptcy proceedings.

47. For the above reasons, should the Court ultimately determine that a payment obligation under the Note was triggered, St. Pierre seeks a declaration that his payment obligation should be stayed until St. Pierre's counterclaims against Legacy in the Legacy Litigation are resolved.

WHEREFORE, St. Pierre requests that this Honorable Court:

- A. Declare St. Pierre's repayment obligation under the Note has not been triggered;
- B. Alternatively, declare that St. Pierre is not liable for interest under the Note, and further that any payment obligation under the Note should be stayed pending the resolution of St. Pierre's counterclaims in the Legacy Litigation; and
- C. Order such other and further relief that justice may require.

Respectfully submitted,

JOHN ST. PIERRE

By his attorneys,

Dated: December 15, 2021

/s/ Christopher H.M. Carter

Christopher H.M. Carter, Esq. (#12452)

Daniel M. Deschenes, Esq. (#14889)

Owen R. Graham, Esq. (#266701)

Hinckley, Allen & Snyder LLP

650 Elm Street, Suite 500

Manchester, NH 03101

Tel: 603-225-4334

ccarter@hinckleyallen.com

ddeschenes@hinckleyallen.com

ograham@hinckleyallen.com

#61500444

EXHIBIT 1

PROMISSORY NOTE

\$900,000.00

Kennebunk, ME
March 4, 2016

FOR VALUE RECEIVED, the Undersigned, **JOHN ST. PIERRE**, of North Hampton, NH (the "Undersigned" or "Maker"), promises to pay to the order of **LEGACY GLOBAL SPORTS, LP**, a Delaware limited partnership having a primary place of business at 99 Bow Street, Suite 100W, Portsmouth, NH 03801 (hereinafter referred to as "Holder") the sum of NINE HUNDRED THOUSAND DOLLARS and 00/100 (\$900,000.00), together with interest as provided below, in lawful money of The United States of America.

Interest shall be calculated on an annual basis on the unpaid balance outstanding from time to time. Commencing upon the date hereof and continuing until all Principal and Interest has been paid in full, the Interest Rate shall equal the Adjusted Long Term Rate of 2.53% per annum and accrue from the date hereof until all Principal and Interest has been paid in full, but provided, however, that so long as the note is paid in full when due that any such interest accrued shall be forgiven and deemed paid in full.

The outstanding principal balance plus any accrued interest shall be due and payable within 90 days after any sale of 90 percent of Holder's partnership interest to a bona fide third party purchaser for value, regardless of whether such purchaser is a minority limited partner, or the sale of all or substantially all assets of the Holder to a bona fide third party purchaser for value. This note shall only be in default in the event that payment is not made within the 90-day post-sale period set forth above. The Undersigned may prepay the principal amount outstanding in whole or in part without penalty. The Undersigned hereby waives presentment, demand, notice, and protest.

If any portion of this Note shall be found invalid or unenforceable, then it shall not thereby affect the validity or enforceability of the remainder hereof. A waiver of any default or late fee shall not constitute a waiver of any subsequent default or defaults.

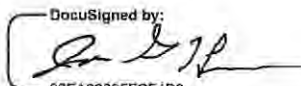
If any payment of principal or interest hereunder shall be deemed by final order of a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance, then the obligation of the Undersigned and all other parties liable herefor shall, jointly and severally, to the extent thereof, survive as an obligation due hereunder and shall not be discharged by said payment, notwithstanding the return by Holder to Undersigned or any other party of the original of this Note. This Note is subject to the condition that at no time shall the Undersigned be obligated or required to pay interest at a rate which could subject the Holder hereof to either civil or criminal liability, forfeiture or loss of principal, interest, or other sums as a result of being in excess of the maximum interest rate permitted by law. If by the terms of this Note the interest hereunder is at any time in excess of such maximum rate, then the rate of interest shall be deemed to be immediately reduced to such maximum rate for so long as such maximum rate shall be in effect and shall thereafter be payable at the rate herein provided.

DS
JSP

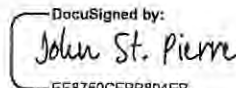
Under no circumstances shall the liability of Holder to the Undersigned exceed the amount of funds advanced pursuant hereto and there is no obligation to advance any further funds. For this purpose, and as an inducement to making this loan, the Undersigned agrees that liability includes any claim, action, cause of action, obligation, cost or expense whether now existing or hereafter arising whatsoever in nature whether related to this Promissory Note or otherwise created.

This Note is being executed and delivered in Maine and shall be governed by and construed in accordance with the laws of the State of Maine, to the maximum extent the parties may so lawfully agree. The Undersigned hereby submits to the jurisdiction of any state or federal court located within Cumberland County or York County in the State of Maine, to the jurisdiction of any state, federal or other court of the United States of America, the State of Maine, or any other state, district, commonwealth, territory, county, province, or country in which assets owned by the Undersigned are or may be located (including jointly with others).

IT IS MUTUALLY AGREED BY HOLDER AND THE UNDERSIGNED THAT HOLDER AND THE UNDERSIGNED SHALL AND HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM, OBJECTION TO CLAIM IN A BANKRUPTCY CASE, OR OTHER LITIGATION OF ANY TYPE BROUGHT BY HOLDER OR THE UNDERSIGNED AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THIS NOTE AND/OR THE TRANSACTIONS OR DOCUMENTS CONTEMPLATED HEREBY. Without in any way limiting the scope or effect of the foregoing waiver of the jury trial right, Holder and the Undersigned specifically agree that such waiver shall be effective in any action arising out of or related to: (A) any alleged oral promise or commitment by Holder, (B) any alleged modification or amendment of this Note and/or the transactions or documents contemplated hereby, whether in writing, oral, or by alleged conduct; (C) any enforcement of this Note and/or the transactions or documents contemplated hereby, and (D) any repossession, taking of possession, or disposition of collateral securing the indebtedness evidenced by this Note and/or the transactions or documents contemplated hereby. Without in any way limiting the foregoing, Holder and the Undersigned further agree that their respective rights to a trial by jury are waived by operation of this paragraph as to any action, counterclaim, or other proceeding which seeks, in whole or in part, to challenge the validity or enforceability of this Note and/or the transactions or documents contemplated hereby or any provision thereof. Holder shall be bound by this paragraph upon its acceptance of this Note.

DocuSigned by:

 80EA33305FCF4B8...

Witness

DocuSigned by:

 EE8750CEBB804EB...

John St. Pierre

EXHIBIT 2

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION**

In re:

LEGACY GLOBAL SPORTS, L.P.,¹

Debtor.

Chapter 7

**Case No. 20-11157-JEB; and
20-11351 through 20-11376**

Jointly Administered Cases

**MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
OF ASSETS OF DEBTORS BY ONLINE PUBLIC AUCTION SALE FREE AND CLEAR
OF LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS**

To the Honorable Janet E. Bostwick, United States Bankruptcy Judge:

In accordance with 11 U.S.C. §§ 105 and 363, Federal Rules of Bankruptcy Procedure 2002 and 6004, and Massachusetts Local Bankruptcy Rule 6004-1, Harold B. Murphy, the Chapter 7 trustee (the “Trustee”) of the bankruptcy estates (the “Estates”) of Legacy Global Sport, LP (“LGS”) and each of the above-captioned related chapter 7 debtors (collectively, the “Debtors”), respectfully moves for entry of an order authorizing him to sell by public online auction sale (the “Public Sale”) the Estates’ right, title and interest in all or substantially all of the Estates’ assets, properties and rights, other than the Excluded Assets (defined below), of every kind, nature, character and description, whether personal or mixed, whether tangible or intangible, whether

¹ The affiliated debtors, along with the last four digits of each debtor’s federal tax identification number, are as follows: (i) Legacy Global Sports, L.P., EIN #2834; (ii) LGS Management, LLC, EIN # 5401; (iii) LGS Manufacturing LLC, EIN #5305; (iv) Legacy Global Lacrosse LLC, EIN # 0161; (v) LGS Logistics LLC, EIN #6244; (vi) LGS Team Sales LLC, EIN # 644; (vii) Premier Sports Events LLC, EIN #5407; (viii) Massachusetts Premier Soccer LLC d/b/a Global Premier Soccer, EIN # 6290; (ix) Maine Premier Soccer LLC, EIN #0740; (x) Mass Premier Soccer in New Hampshire, LLC, EIN #2958; (xi) Florida Premier Soccer LLC, EIN #0702; (xii) New York Premier Soccer LLC, EIN # 27-2451104; (xiii) Jersey Premier Soccer LLC, EIN # 0501; (xiv) GPS in Vermont LLC, EIN #3359; (xv) Rhode Island Premier Soccer LLC, EIN #2841; (xvi) Carolina Premier Soccer LLC, EIN # 46-1594047; (xvii) Georgia Premier Soccer LLC, EIN #1982; (xviii) Global Premier Soccer Puerto Rico LLC, EIN #1857; (xix) Global Premier Soccer Canada LLC, EIN # 6291; (xx) Global Premier Soccer Oregon, EIN #8242; (xxi) Global Premier Soccer California LLC, EIN #7811; (xxii) Global Premier Soccer Missouri, LLC, EIN #2782; (xxiii) Global Premier Soccer Connecticut, EIN # 6400; (xxiv) Global Premier Soccer Delaware, EIN # 4703; (xxv) Global Premier Soccer Michigan LLC, EIN # 0533; (xxvi) Global Premier Soccer Minnesota LLC, EIN # 5588; and (xxvii) Global Premier Soccer Ohio LLC, EIN #0022.

accrued, contingent or otherwise and wherever located, free and clear of all liens, claims, encumbrances, and interests, with such liens, claims, encumbrances, and interests to attach to the proceeds of the sale.

The Trustee will offer for sale executory contracts and unexpired leases in which the Debtors may have an interest, to be assumed and assigned to a buyer or buyers in connection with the Public Sale. To the extent that the Trustee accepts an offer for one or more executory contracts or unexpired leases, the Trustee will seek authority to assume and assign such contracts and leases following the Public Sale. Purchasers will be responsible for paying the cure costs associated with the assumption and assignment and providing adequate assurance of future performance under the agreement to the counter party pursuant to 11 U.S.C. § 365.

The Public Sale of the Assets shall occur on the terms and conditions set forth in this motion (the “Sale Motion”) and in the proposed *Notice of Intended Online Public Auction Sale of Assets, Deadline for Objections, and Final Hearing on Motion By Chapter 7 Trustee For Entry of Order Authorizing the Sale of Assets by Online Public Auction Sale, Free and Clear of Liens, Claims, Encumbrances and Interests* (the “Notice”) attached hereto as Exhibit A. Pursuant to the proposed terms of the sale, the Trustee, at his sole discretion, may offer the Assets for sale in the entirety, in various combinations, and individually. The offer or offers accepted by the Trustee will be the offer or combination of offers that provide the greatest benefit to the Estates.

The Trustee has scheduled an online Public Sale to commence on October 1, 2020 at 11:00 a.m. Details of the online Public Sale, including with respect to registration and eligibility to participate in the Public Sale, will be made available at www.pesco.com. In further support of this motion, the Trustee states as follows:

BACKGROUND

1. On May 20, 2020, certain creditors (the “Petitioning Creditors”) filed an involuntary petition for relief against LGS under Chapter 7 of the United States Bankruptcy Code (“Bankruptcy Code”), and an order for relief was entered against LGS on June 23, 2020.

2. On June 23, 2020, each of the remaining Debtors filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code.

3. The Trustee is the duly appointed Chapter 7 Trustee of the Estates.

4. According to the LGS website www.legacyglobalsports.com, LGS was “a premier youth sports event and management company with a full suite of tours, tournaments, camps and services across the globe. LGS is the team behind some of the worlds’ most successful youth sports programs and events, including Global Premier Soccer, Selects Hockey, T3 Lacrosse, World Selects Invitational, National Lacrosse Classic, Motown Classic and much more.”
www.legacyglobalsports.com.

5. The services provided by LGS included event and tournament management services, international tours for athletes and their families, and housing for tournament participants.
www.legacyglobalsports.com/services.

6. An example of the tournaments run by LGS is the World Selects Invitational. The LGS’ Official Program Book for the 2017 World Selects Invitational (“WSI”) indicates that in 2017, it ran its 8th year of hockey tournaments for 150 teams in eight age groups, both male and female, in five cities: Balzano, Italy, Prague, Czech Republic, Mont Blanc Region, Dresden Germany, and Philadelphia, Pennsylvania. The program book identifies certain WSI tournament participants who were subsequently drafted to the National Hockey League and to professional leagues across Europe. www.lgstours.com.

7. Global Premier Soccer (“GPS”), according to the www.globalpremiersoccer.com website, was “one of the largest and most successful soccer programs in North America. With countless club teams across North America, as well as an exclusive partnership with FC Bayern, GPS has built an international network of talented coaches and players all pushing in the same direction.” GPS offered “more than 45 tournaments across North America, including two major college showcase events in the GPS Memorial Day Showcase and the GPS Thanksgiving Day Showcase.” www.globalpremiersoccer.com.

8. A division of GPS, T3 Lacrosse, was “a premier educator of thousands of youth annually in the sport. Our organization has become a trusted feeder program for middle schools and high schools throughout New Jersey, Leigh Valley, PA, and Hudson Valley, NY. We start at the grass roots level at an early age by inspiring a love for the game as well as assist in player development through the collegiate level. We do this by offering specialized training, recreational leagues, elite level club team, and a variety of competitive events.” <https://t3lacrosse.com/about-t3-lacrosse>.

9. After consulting with his proposed auctioneer, the Trustee has determined to conduct an online public auction sale for the Assets. Based upon his investigation to date, the Trustee believes that there is value in the Assets which will inure to the benefit of the Estate and its creditors and that the proposed Public Sale of the Assets in the best interests of the Estate.

10. Concurrently herewith, the Trustee has filed an application seeking to employ Paul E. Saperstein Co., Inc. (the “Auctioneer”) as his auctioneer to conduct the Public Sale.

THE ASSETS

11. The Debtors’ assets include those identified in the Schedules of Assets and Liabilities and Statement of Financial Affairs filed by the Debtors and as may be identified on the Auctioneer’s website at www.pesco.com, other than the Excluded Assets, and include but are not

limited to all of the Estates' right, title and interest in and to assets, properties and rights of every kind, nature, character and description, whether personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise and wherever located, including the following assets, properties and rights in which the Debtors may hold a right, title and interest, to the extent transferable, but not limited to (collectively, the "Assets"):

- (i) intellectual property, trade names and trade secrets, including the trade names set forth on the attached Schedule 1;
- (ii) domain names, including those set forth on the attached Schedule 2;
- (iii) social media accounts, related internet pages, content and contact/subscriber lists, and any related social media assets, including those set forth on Schedule 3;
- (iv) goodwill and other intangibles, including those set forth on the attached Schedule 4;
- (v) interests in domestic and foreign non-debtor entities, including LGS's Swedish subsidiary, LGS Europe, AB ("LGS Europe");
- (vi) accounts receivable and prepaid expenses;
- (vii) licenses, permits and other approvals;
- (viii) executory contracts and unexpired leases, including those set forth on Schedule 5;
- (ix) customer lists, customer communications, and marketing information including personally identifiable information defined pursuant to 11 U.S.C. § 101(41A) in accordance with the Debtors' privacy policies to the extent permitted by the Bankruptcy Court;
- (x) computers, including those set forth on Schedule 6;
- (xi) vehicles, wherever located, including those set forth on the attached Schedule 7;
- (xii) various hockey equipment, apparel, signs and marketing material located at A-Verdi Storage Containers, 14150 Route 31, Savannah, NY 13146 and at Life Storage, 6467 Main Street, Buffalo, NY 14221;
- (xiii) various lacrosse equipment, apparel, signs and marketing material located at Cubesmart Cube F51, 307 East Hanover, NJ 07960; and
- (xiv) rights relating to the enforcement or protection of any of the purchased Assets.

12. **Excluded Assets.** The Assets do not include (the “Excluded Assets”): (i) cash and cash equivalents, unless specified by the Trustee; (ii) amounts due from or claims against Travis Bezio, John St. Pierre, or other insiders as that term is defined pursuant to 11 U.S.C. § 101(31); (iii) books and records related to the financial affairs of the Debtors and the hardware associated with maintaining the Debtors’ financial books and records; (iv) books and records related to the Excluded Assets; (v) the insurance policies, proceeds of insurance, and all of the Estates’ rights and benefits thereunder, including rights to prepaid amounts and proceeds arising from or relating to the Assets; (vi) tax refunds, tax benefits and tax deposits receivable of the; (vii) employee benefit plans and all rights in connection with and under the employee benefit plans, (viii) employee personnel records; (ix) causes of action, judgments, claims, demands, rights of recovery or set-off of whatever nature, including, without limitation, avoidance actions arising under 11 U.S.C. §§544-551, except rights relating to the enforcement or protection of any of the purchased Assets; (x) amounts held by Debtors’ payment processor, TSYS, against anticipated charge backs; (xi) personally identifiable information pursuant to 11 U.S.C. § 101(41A) unless expressly permitted by an order of the Bankruptcy Court; and (xii) such additional assets as the Trustee may identify and announced prior to the commencement of the Public Sale.

Relief Requested

13. Pursuant to Sections 105 and 363 of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure 2002 and 6004 and Massachusetts Local Bankruptcy Rule 6004-1, the Trustee requests authorization to conduct the Public Sale of the Assets.

14. Pursuant to Section 363(f) of the Bankruptcy Code, the Trustee seeks authority to sell the Assets free and clear of all liens, claims, interests, and interests and encumbrances at the Public Sale. Any and all such liens, claims, interests and encumbrances shall attach to the proceeds

of the sale of the Assets, with the same validity, priority and enforceability as existed on the Assets prior to the Public Sale.²

15. To the extent that the Trustee accepts an offer for an executory contract or unexpired lease, the Trustee will seek authority to assume and assign such contracts and leases following the Public Sale in accordance with Sections 363 and 365 of the Bankruptcy Code. Purchasers will be responsible for paying all cure amounts and providing adequate assurance to the counter party in connection with any assumption and assignment of any executory contract and unexpired lease.

16. Pursuant to Section 363(m) of the Bankruptcy Code, the Trustee seeks a finding that all purchasers any portion of or all of the Assets at the Public Sale are good faith purchasers.

17. As part of the sale of the Assets, the Trustee seeks authority to transfer personally identifiable information of the Debtors' customers set forth in the databases of the Debtors in accordance with the privacy policy of the Debtors.

18. The Trustee also seeks authority, should the high bidder for any or all of the Assets fail to close on the sale of the Assets within the time provided by the Trustee following the Public Sale, to sell any of the Assets not purchased to the second highest bidder for the Assets without further Court authority.

19. **The Trustee has, in consultation with the Auctioneer, scheduled the online Public Sale to commence on October 1, 2020 at 11:00 a.m. Participants will be able to take part in the Public Sale live via the internet. Details of the Public Sale, including with respect to registration and eligibility to participate, will be made available at www.pesco.com. Any parties interested in bidding upon the Assets may contact counsel to the Trustee or the Auctioneer for additional information.**

² The Trustee continues to investigate any liens or other interest which may encumber the Assets and reserves the right to challenge the validity, priority, and perfection of any asserted lien.

20. The Trustee requests that the Court approve the terms and conditions of the Public Sale as set forth in this motion and the Notice, including that the Trustee may withdraw all or any portion of the Assets from the Public Sale for any reason.

A. Approval of the Public Sale of the Assets is Necessary and Warranted

21. Section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1).

22. In accordance with Bankruptcy Rule 6004(f)(1), sales of property outside the ordinary course may be held by private sale or public auction. The Trustee has determined that the online sale of the Assets by the Public Sale is the most cost-efficient means to maximize its value.

23. The Trustee has conclude in his business judgement, based upon the nature of the Assets, the current state of the COVID-19 pandemic, the location of likely prospective purchasers across diverse geographical locations, and the interest of various purchasers in different and sometimes overlapping portions of the Assets, an auction of the Assets by means of an online Public Sale is the most effective and efficient means to maximize the value of the Assets. The Trustee, in consultation with the Auctioneer, believes that the Public Sale will generate interest from numerous potential bidders from a variety of geographical locations across the United States and in other countries.

24. The Auctioneer intends to publish notice of the Public Sale in local newspapers, specialty internet sites, and provide additional notice of the Public Sale by mail, email and via the internet. The Trustee intends to provide notice to all parties that have expressed an interest in a portion or all of the Assets, as well as parties that the Trustee and/or the Auctioneer have identified as potential bidders for the Assets.

25. The Trustee has determined that the sale of the Assets by Public Sale will enable the Trustee to obtain the highest and best offers for the Assets and approval of the Public Sale is therefore warranted.

B. Sale of Assets Free and Clear of Liens Claims Interests and Encumbrances

26. Pursuant to Section 363(f) of the Bankruptcy Code, a trustee may sell property free and clear of liens, claims and encumbrances if one of the following conditions is satisfied:

- a. applicable non-bankruptcy law permits the sale of such property free and clear of such interest;
- b. the lienholder or claimholder consents;
- c. such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- d. such interest is in a bona fide dispute; or
- e. the lienholder or claimholder could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

27. In their Schedules of Assets and Liabilities, the Debtors have scheduled Generation Capital LGS, LP and Jefferson River Investors I, LLC as holders of asserted secured claims against the Assets. Upon information and belief, these creditors are insiders of the Debtors. The Trustee is investigating the circumstances forming the basis for any assertion of secured claim status. These claims are presently the subject of a *bona fide* dispute. The Assets need to be administered promptly in order to preserve any value given the circumstances of the liquidation and the potential for rapid decline in value of the remaining assets, including the loss of value of intangible assets.

28. A sale free and clear of a disputed interest in a debtor's assets "is expressly permitted under 11 U.S.C. §364(f)(4)" where the asserted interest is in *bona fide* dispute. *In re Genesys Research Inst., Inc.*, 2016 B.R. LEXIS 2376 at *65 (Bankr. D. Mass., June 24, 2016) *citing Moldo v. Clark (In re Clark)*, 266 B.R. 163, 171 (B.A.P. 9th Cir. 2001); *In re Pierce*, 384 B.R. 477 (Bankr.

S.D. Ohio 2008; *In re Octagon Roofing*, 123 B.R. 583 (Bankr. N.D. Ill. 1991) (internal citations omitted). A “bona fide dispute” under Section 363(f)(4) means that “there is an objective basis – either in law or fact – to cast doubt on the validity of” of such asserted interest. *In re Revel AC, Inc.*, 802 F.3d 558, 573 (3d Cir. 2015).

29. Based upon the foregoing, the Trustee requests, pursuant to Section 363(f) of the Bankruptcy Code, that the Assets be sold free and clear of any and all liens, claims, encumbrances and interests. Any liens, claims, encumbrances and interests in and to the Assets shall attached to the net proceeds of the Public Sale with the same validity, priority and enforceability as existed on the Assets prior to the Public Sale. Nothing herein shall be deemed to be an acknowledgment by the Trustee as to the validity priority or enforceability of any asserted liens, claims, encumbrances or interests.

C. Good Faith Protections under Section 363(m)

30. Because the Public Sale will effectuate the transfer of the Assets following a public and transparent sale process, purchasers of the Assets are entitled to the protections of Section 363(m) of the Bankruptcy Code which provides, in pertinent part:

The reversal or modification on appeal of an authorization under subsection (b)...of this section of a sale...of property does not affect the validity of a sale ...under such authorization to an entity that purchased...such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale...were stayed pending appeal.

11 U.S.C. § 363(m).

31. Courts have defined a “good faith purchaser” as “one who buys property in good faith and for value, without knowledge of adverse claims.” *In re Mark Bell Furniture Warehouse, Inc.*, 992 F.2d 7, 8 (1st Cir. 1993). “Good faith” is a lack of “fraud, collusion...or an attempt to take grossly unfair advantage of other bidders.” *Id.* (citing *In re Andy Frain Servs., Inc.*, 798 F.2d 1113, 1125 (7th Cir. 1986). Due to the absence of a bright line test for good faith, the determination is

based on the facts of each case, concentrating on the “integrity of [an actor’s] conduct during the sale proceedings.” In re Tri-Cran, Inc., 98 B.R. 609, 618 (Bankr. D. Mass. 1989) (quoting Rock Indus. Machinery Corp., 572 F.2d at 1198 (7th Cir. 1978)).

32. The proposed Public Sale is subject to a formal and transparent marketing and sale process during which the Assets will be made available to any prospective purchaser and advertised to attract the most bidders possible prior to the Public Sale. All parties with an interest in the Assets, and as required by Bankruptcy Rule 2002, will receive notice of the Sale and will be provided an opportunity to be heard prior to the proposed sale. The Trustee submits that such notice is adequate and satisfies the requisite notice provisions required under section 363(b) of the Bankruptcy Code. Under the circumstances, the purchasers of the Assets should be afforded the benefits and protections that Section 363(m) of the Bankruptcy Code provides.

D. Authority to Assume and Assign Executory Contracts and Unexpired Leases

33. Subject to court approval, Section 365(a) of the Bankruptcy Code authorizes a debtor-in-possession to assume and assign or reject an executory contract or unexpired lease. *See* 11 U.S.C. § 365(a). The standard for determining whether an executory contract or unexpired lease should be assumed or rejected is the “business judgment” test. *See In re Orion Pictures Corp.*, 4 F.3d 1095, 1098 (2d Cir. 1993); *NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (describing business judgment test as “traditional”).

34. Upon finding that a debtor-in-possession has exercised sound business judgment in determining that the assumption or rejection is in the best interests of its estate, the court should approve the assumption or rejection under Section 365(a) of the Bankruptcy Code. *See, e.g., In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992); *In re TS Indus., Inc.*, 117 B.R. 682, 685 (Bankr. D. Utah 1990); *In re Del Grosso*, 115 B.R. 136, 138 (Bankr. N.D. Ill. 1990).

35. Should a purchaser designate one or more executory contracts or unexpired leases (the “Agreements”) for assumption and assignment, and the Trustee in his business judgment determines that assumption and assignment is warranted, the Trustee shall request authority to assume any of the Agreements by separate motion with the Court.

36. To the extent that the Trustee seeks authority to assume any of the Agreements following the Public Sale, the purchaser shall be responsible for the payment of all cure costs in connection with the assumption and assignment of such Agreements and for providing adequate assurance of future performance under the Agreements. Counter parties to the Agreements will be provided with notice of the Trustee’s intent to assume and assign the Agreements and an opportunity to object and to file evidence of the cure amount.

E. Transfer of Personally Identifiable Information

37. The Public Sale of the Assets may include the transfer of “personally identifiable information” (“PII”) as defined in 11 U.S.C. § 101(41A).

38. The Debtors’ policies with respect to its customers is set forth in the privacy policy (the “Privacy Policy”) contained on the www.legacyglobalsports.com website.

39. The Privacy Policy set forth on the website applies to LGS and all subsidiaries and affiliates under common control with LGS. It provides, in relevant part, that information collected about customers when they access the Debtors’ websites, mobile applications and other online services that link to the Privacy Policy (the “Sites”) as a result of customers’ use of the Sites, can be shared “in connection with any merger, sale of assets, financing, bankruptcy, or reorganization...” www.legacyglobalsports.com/privacy/. As such, the Privacy Policy does not prevent the transfer of customer information.

40. Pursuant to 11 U.S.C. §363(b)(1), as a result of the Privacy Policy, the Trustee may transfer PII related to the Debtors’ collection of customer information from its Sites. In order to

further safeguard the PII, the Trustee will not sell PII unless the purchaser (i) agrees to adopt the Privacy Policy of the Debtors with respect to the use of PII collected from the Sites, and (ii) agrees to provide notice by first class mail within five (5) days of the entry of a memorandum of sale to those individuals (the “Affected Persons”), if any, whose PII will be transferred to the purchaser as a result of the sale. Under these circumstances, the appointment of a privacy ombudsman pursuant to 11 U.S.C. § 363(b)(1)(B) is not required.

The Terms of the Sale and the Public Sale Procedures

41. The Trustee proposes that the Auctioneer conduct the Public Sale on the terms and conditions set forth in this Sale Motion and in the Notice. The proposed terms are designed to ensure that the Trustee can maximize the value of the Assets for the benefit of the Estates.

42. The Notice provides, among other things, that the Public Sale will be conducted in accordance with the following terms and conditions:³

- Pursuant to section 363(f) of the Bankruptcy Code, the Assets shall be sold free and clear of any liens, claims, encumbrances and interests, with such liens, claims, encumbrances and interests, if any, attaching to the proceeds of such sale to the same extent, validity and priority as they existed on the date of the Public Sale.
- All of the Assets shall be sold and transferred on an “as is, where is” basis without representation or warranty.
- In order to qualify to participate in the Public Sale, bidders are required to, no later than 48 hours in advance of the Public Sale: (i) submit a deposit of \$5,000 by wire and (ii) provide written notice to the Auctioneer of the assets to be bid upon.
- The high bidders for any or all of the Assets shall be required to wire the balance of the purchase price no later than 48 hours following the conclusion of the Public Sale.
- The Trustee may, in his sole discretion, offer the Assets for sale in the entirety, in lots of various combinations, and in individual lots.

³ The following discussion represents a summary of the Notice. In the event of a discrepancy between this summary and the terms of the Notice, the terms of the Notice shall control.

- The Trustee reserves the right to withdraw all or a portion of the Assets from the Public Sale at or prior to the Public Sale.
- The Trustee reserves the right prior to the Public Sale to enter into an agreement for the disposition of a portion or all of the Assets and to sell the Assets by private sale subject to Court approval.
- The Trustee reserves the right to reject, in his sole discretion, any and all bids for all or a portion of the Assets.
- To the extent that the Trustee accepts a bid for all or a portion of the Assets that includes an executory contract or an unexpired lease, the sale shall be subject to Court approval of the Trustee's assumption and assignment of such executory contract or unexpired lease. Bidders shall be responsible for paying cure amounts and providing adequate assurance of future performance to the counter party.
- To the extent that the Trustee does not consummate a sale to the highest bidder for any or all of the Assets for any reason, the Trustee may sell all or a portion of the Assets to the second highest bidder(s) for the Assets in his discretion
- The Trustee, in consultation with the Auctioneer, may, at or before the Public Sale, may impose such other and additional terms and conditions as he determines to be in the best interests of the Trustee, the Estates, its creditors and other parties in interest.
- Additional terms may be announced by the Auctioneer at the time of the Public Sale.
- The Court may take evidence at any hearing on approval of the proposed Public Sale to resolve issues of fact.
- The Court may modify the method of sale set forth herein at or prior to the hearing on the proposed sale.

43. The Trustee believes that the sale procedures are, under the circumstances, warranted and should be approved.

Notice

44. Concurrently herewith, the Trustee has filed a motion seeking to limit the notice of the Sale Motion due to the fact that there are a large number of creditors who are unlikely to participate in the proceedings (the "Motion to Limit"). This Sale Motion and the proposed Notice

will be served upon: (a) the United States Trustee, (b) counsel to the Debtors, (c) the taxing authorities, (d) the holders of the twenty-five largest scheduled unsecured, non-priority claims listed on the Debtors' schedules, (e) the Debtors' scheduled secured creditors asserting an interest in the Debtors' assets, (f) parties who have filed a notice of appearance; and (g) parties who have been identified as holding an interest in purchasing the Assets (collectively, the "Notice Parties").

45. Once the Trustee has been provided with an objection deadline and a hearing date, the Notice will be completed and served upon the Notice Parties.

46. Given that the Public Sale will be widely advertised, and for reasons set forth in the Motion to Limit, the Trustee believes that providing notice of the Sale Motion and the Notice to the Notice Parties is appropriate under the circumstances.

WHEREFORE, the Trustee respectfully requests that the Court enter an order:

- a. Authorizing the sale of the Assets by Public Sale pursuant to the terms set forth in this motion;
- b. Approving the terms and conditions of such sale, as provided in the Motion herein and in the contemporaneously filed Notice;
- c. Authorizing the Trustee to convey all of right title and interest of the Estate in the Assets free and clear of any and all liens, claims, interest and encumbrances, with any liens, claims, interests and encumbrances to attach to the proceeds of the sale with the same validity, priority and enforceability as existed prior to the Public Sale;
- d. Finding that purchasers at the Public Sale are in good faith and entitled to the protections of 11 U.S.C. § 363(m);
- e. Determining that notice of the Sale Motion and the Notice to the Notice Parties is adequate; and

f. Providing the Trustee with such other and further relief as is just and proper.

Respectfully submitted,

HAROLD B. MURPHY,
CHAPTER 7 TRUSTEE OF Legacy Global
Sports, L.P., et.al.,

By his counsel,

/s/ Kathleen R. Cruickshank
Harold B. Murphy (BBO #362610)
Kathleen R. Cruickshank (BBO #550675)
Murphy & King, Professional Corporation
One Beacon Street
Boston, Massachusetts 02108
Tel: (617) 423-0400
Email: kcruickshank@murphyking.com

Dated: August 21, 2020

784311

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
(Eastern Division)**

In re:

LEGACY GLOBAL SPORTS, L.P.,¹

Debtor.

Chapter 7

Case No. 20-11157-JEB; and

20-11351 through 20-11376

Jointly Administered Cases

**NOTICE OF INTENDED ONLINE PUBLIC AUCTION SALE OF ASSETS, DEADLINE
FOR OBJECTIONS, AND FINAL HEARING ON MOTION BY CHAPTER 7 TRUSTEE
FOR ENTRY OF ORDER AUTHORIZING THE SALE OF ASSETS BY ONLINE
PUBLIC AUCTION SALE, FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS,
AND ENCUMBRANCES**

PLEASE TAKE NOTICE that pursuant to 11 U.S.C. § 363, Fed. R. Bankr. P.

2002(a)(2), 6004, and in accordance with the *Motion By Chapter 7 Trustee For Entry of Order*

Authorizing Sale of Assets By Public Auction Sale Free And Clear Of Liens, Claims, Interests

And Encumbrances ("Sale Motion"), Harold B. Murphy as he is the Chapter 7 Trustee (the

"Trustee") of the bankruptcy estate (the "Estates") of Legacy Global Sport, LP ("LGS") and each

of the above-captioned related chapter 7 debtors (collectively, the "Debtors"), intends to sell by

public auction sale (the "Public Sale") all of the Estate's right, title and interest in all or

substantially all of the Estates' assets, properties and rights of every kind, nature, character and

¹ The affiliated debtors, along with the last four digits of each debtor's federal tax identification number, are as follows: (i) Legacy Global Sports, L.P., EIN #2834; (ii) LGS Management, LLC, EIN # 5401; (iii) LGS Manufacturing LLC, EIN #5305; (iv) Legacy Global Lacrosse LLC, EIN # 0161; (v) LGS Logistics LLC, EIN #6244; (vi) LGS Team Sales LLC, EIN # 6484; (vii) Premier Sports Events LLC, EIN #5407; (viii) Massachusetts Premier Soccer LLC d/b/a Global Premier Soccer, EIN # 6290; (ix) Maine Premier Soccer LLC, EIN #0740; (x) Mass Premier Soccer in New Hampshire, LLC, EIN #2958; (xi) Florida Premier Soccer LLC, EIN #0702; (xii) New York Premier Soccer LLC, EIN # 27-2451104; (xiii) Jersey Premier Soccer LLC, EIN # 0501; (xiv) GPS in Vermont LLC, EIN #3359; (xv) Rhode Island Premier Soccer LLC, EIN #2841; (xvi) Carolina Premier Soccer LLC, EIN # 46-1594047; (xvii) Georgia Premier Soccer LLC, EIN #1982; (xviii) Global Premier Soccer Puerto Rico LLC, EIN #1857; (xix) Global Premier Soccer Canada LLC, EIN # 6291; (xx) Global Premier Soccer Oregon, EIN #8242; (xxi) Global Premier Soccer California LLC, EIN #7811; (xxii) Global Premier Soccer Missouri, LLC, EIN #2782; (xxiii) Global Premier Soccer Connecticut, EIN # 6400; (xxiv) Global Premier Soccer Delaware, EIN # 4703; (xxv) Global Premier Soccer Michigan LLC, EIN # 0533; (xxvi) Global Premier Soccer Minnesota LLC, EIN # 5588; and (xxvii) Global Premier Soccer Ohio LLC, EIN #0022.

description, whether personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise and wherever located (collectively, the “Assets”), free and clear of all liens, claims, encumbrances, and interests, with such liens, claims, encumbrances, and interests to attach to the proceeds of the sale.

The Trustee also will offer for sale any executory contracts and unexpired leases in which the Debtors may be a party. Purchasers of executory contracts and unexpired leases will be responsible for paying any cure costs associated with the assumption and assignment and providing adequate assurance of future performance under the agreement to the counter party pursuant to 11 U.S.C. § 365. To the extent that the Trustee accepts an offer for an executory contract or unexpired lease, the Trustee will seek authority to assume and assign such contracts and unexpired leases following the Public Sale.

Pursuant to the proposed terms of the sale, the Trustee, at his sole discretion, may offer the Assets for sale in the entirety, in various combinations, and individually. The offer or offers accepted by the Trustee will be the offer or combination of offers that provide the greatest benefit to the Estates.

The terms of the sale are more particularly described below and are also disclosed in the Sale Motion. A copy of the Sale Motion is available from counsel to the Trustee upon request.

I. THE ASSETS

1. The Debtors’ assets include those identified in the Schedules of Assets and Liabilities and Statement of Financial Affairs filed by the Debtors and as may be identified on www.pesco.com, the website of his proposed auctioneer, Paul E. Saperstein Co., Inc., and include but are not limited to all of the Estates’ right, title and interest in and to assets, properties and rights of every kind, nature, character and description, whether personal or mixed, whether

tangible or intangible, whether accrued, contingent or otherwise and wherever located, including the following assets, properties and rights in which the Debtors may hold a right, title and interest, to the extent transferable, with the exception of the Excluded Assets (defined below) including, but not limited to (collectively, the “Assets”):

- (i) intellectual property, trade names and trade secrets, including the trade names set forth on the attached Schedule 1;
- (ii) domain names, including those set forth on the attached Schedule 2;
- (iii) social media accounts, related internet pages, content and contact/subscriber lists, and any related social media assets, including those set forth on Schedule 3;
- (iv) goodwill and other intangibles, including those set forth on the attached Schedule 4;
- (v) interests in domestic and foreign non-debtor entities, including LGS’s Swedish subsidiary, LGS Europe, AB (“LGS Europe”);
- (vi) accounts receivable and prepaid expenses;
- (vii) licenses, permits and other approvals;
- (viii) executory contracts and unexpired leases, including those set forth on Schedule 5;
- (ix) customer lists, customer communications, and marketing information including personally identifiable information defined pursuant to 11 U.S.C. § 101(41A) in accordance with the Debtors’ privacy policies to the extent permitted by the Bankruptcy Court;
- (x) computers, including those set forth on Schedule 6;
- (xi) vehicles, wherever located, including those set forth on the attached Schedule 7;
- (xii) various hockey equipment, apparel, signs and marketing material located at A-Verdi Storage Containers, 14150 Route 31, Savannah, NY 13146 and at Life Storage, 6467 Main Street, Buffalo, NY 14221;
- (xiii) various lacrosse equipment, apparel, signs and marketing material located at Cubesmart Cube F51, 307 East Hanover, NJ 07960; and
- (xiv) rights relating to the enforcement or protection of any of the purchased Assets.

2. **Excluded Assets.** The Assets do not include (the "Excluded Assets"): (i) cash and cash equivalents, unless specified by the Trustee; (ii) amounts due or claims against Travis Bezio, John St. Pierre, or other insiders as that term is defined pursuant to 11 U.S.C. § 101(31); (iii) books and records related to the financial affairs of the Debtors and the hardware associated with maintaining the Debtors' financial books and records; (iv) books and records related to the Excluded Assets; (v) the insurance policies, proceeds of insurance, and all of the Estates' rights and benefits thereunder, including rights to prepaid amounts and proceeds arising from or relating to the Assets; (vi) tax refunds, tax benefits and tax deposits receivable of the; (vii) employee benefit plans and all rights in connection with and under the employee benefit plans, (viii) employee personnel records; (ix) causes of action, judgments, claims, demands, rights of recovery or set-off of whatever nature, including, without limitation, avoidance actions arising under 11 U.S.C. §§544-551, except rights relating to the enforcement or protection of any of the purchased Assets; (x) amounts held by Debtors' payment processor, TSYS, against anticipated charge backs; (xi) personally identifiable information pursuant to 11 U.S.C. § 101(41A) unless expressly permitted by an order of the Bankruptcy Court; and (xii) such additional assets as the Trustee may identify and announced prior to the commencement of the Public Sale.

II. THE ASSETS SHALL BE SOLD FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES

2. Pursuant to 11 U.S.C. § 363(f) and the Sale Motion, the Assets are to be sold free and clear of liens, claims, interests and encumbrances whatsoever, known or unknown, including without limitation those noted in the Sale Motion, except as to restrictions, easements, and limitations. The Assets are to be sold in "as is" and "where is" condition. Further, the Trustee is not making any representations or warranties whatsoever, either express or implied, with respect to the Assets.

3. All valid liens, claims or encumbrances shall attach to the proceeds of the sale of the Assets. The validity and enforceability of any contested lien shall be determined by the Bankruptcy Court after due notice and hearing.

III. AUCTION DATE, DEADLINE FOR OBJECTIONS, AND HEARING ON SALE MOTION

4. The Public Sale will be held on October 1, 2020 at 11 a.m. and will take place entirely online. Details for participating in the Public Sale including with respect to registration and eligibility to participate in the Public Sale, will be made available at www.pesco.com.

5. A HEARING ON THE SALE MOTION AND ANY OBJECTIONS THERETO ARE SCHEDULED TO TAKE PLACE BY TELEPHONE ON _____ ("SALE HEARING") BEFORE THE HONORABLE JANET E. BOSTWICK, UNITED STATES BANKRUPTCY JUDGE, United States Bankruptcy Court, John W. McCormack Post Office & Court House, 5 Post Office Square, Boston, Massachusetts 02109 ("COURT"). ANY PARTY WHO HAS FILED AN OBJECTION TO THE SALE MOTION IS EXPECTED TO BE PRESENT AT THE SALE HEARING, FAILING WHICH THE OBJECTION MAY BE OVERRULED. IF NO OBJECTION TO THE SALE MOTION IS TIMELY FILED, THE COURT, IN ITS DISCRETION, MAY CANCEL THE SALE HEARING AND APPROVE THE SALE MOTION.

7. Any objection to the Sale Motion must be in writing and filed with the Clerk, United States Bankruptcy Court, John W. McCormack Post Office & Court House, 5 Post Office Square, Boston, Massachusetts 02109, on or before _____ ("Objection Deadline"). A copy of any objection must be also served upon undersigned counsel to the Trustee so as to be received on or before the Objection Deadline. Any objection must state with particularity the grounds for the objection and the interest that the objecting party has in these proceedings, and shall be governed by Fed. R. Bankr. P. 9014.

IV. TERMS OF THE SALE

8. The Public Sale will be conducted pursuant to the following terms:

- (i) Pursuant to section 363(f) of the Bankruptcy Code, the Assets shall be sold free and clear of any liens, claims, encumbrances and interests, with such liens, claims, encumbrances and interests, if any, attaching to the proceeds of such sale to the same extent, validity and priority as they existed on the date of the Public Sale.
- (ii) All of the Assets shall be sold and transferred on an "as is, where is" basis without representation or warranty.
- (iii) In order to qualify to participate in the Public Sale, bidders are required to: (i) submit a deposit of \$5,000 by wire and (ii) provide written notice to the Auctioneer of the assets to be bid upon no later than 48 hours in advance of the Public Sale.

- (iv) The high bidders for any or all of the Assets will be required to wire the balance of the purchase price no later than 48 hours following the conclusion of the Public Sale.
- (v) The Trustee may, in his sole discretion, offer the Assets for sale in the entirety, in lots of various combinations, and in individual lots.
- (vi) The Trustee reserves the right to withdraw all or a portion of the Assets from the Public Sale at or prior to the Public Sale.
- (vii) The Trustee reserves the right prior to the Public Sale to enter into an agreement for the disposition of a portion or all of the Assets and to sell the Assets by private sale subject to Court approval.
- (viii) The Trustee reserves the right to reject, in his sole discretion, any and all bids for all or a portion of the Assets.
- (ix) To the extent that the Trustee accepts a bid for all or a portion of the Assets that includes an executory contract or an unexpired lease, the sale shall be subject to Court approval of the Trustee's assumption and assignment of such executory contract or unexpired lease. Bidders shall be responsible for paying cure amounts and providing adequate assurance of future performance to the counter party.
- (x) To the extent that the Trustee does not consummate a sale to the highest bidder for any or all of the Assets for any reason, the Trustee may sell all or a portion of the Assets to the second highest bidder(s) for the Assets in his discretion
- (xi) The Trustee, in consultation with the Auctioneer, may, at or before the Public Sale, may impose such other and additional terms and conditions as he determines to be in the best interests of the Trustee, the estate, its creditors and other parties in interest.
- (xii) Additional terms may be announced by the Auctioneer at the time of the Public Sale.
- (xiii) The Court may take evidence at any hearing on approval of the proposed Public Sale to resolve issues of fact.
- (xiv) The Court may modify the method of sale set forth herein at or prior to the hearing on the proposed Public Sale.

9. You may obtain additional information regarding the Public Sale from the

Auctioneer at www.pesco.com.

10. You may receive a complete copy of the Sale Motion by contacting the Trustee's counsel at the address set forth below.

Respectfully Submitted,

HAROLD B. MURPHY,

Chapter 7 Trustee

By his counsel,

/s/ Kathleen R. Cruickshank

Harold B. Murphy (BBO #326610)

Kathleen R. Cruickshank (BBO #550675)

MURPHY & KING, Professional Corporation

One Beacon Street

Boston, Massachusetts 02108-3107

Tel: (617) 423-0400

Email: KCruickshank@murphyking.com

Dated: August 21, 2020
783867

IN RE: LEGACY GLOBAL SPORTS, L.P., ET AL.
BANKRUPTCY NOS. 20-11157-JEB; AND 20-11351 THROUGH 20-11376-JEB
Jointly Administered Cases

SCHEDULE 1 TO

**MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
OF ALL OR SUBSTANTIALLY ALL ASSETS OF DEBTORS BY PUBLIC ONLINE
AUCTION SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS**

TRADE NAMES/OTHER NAMES UNDER WHICH BUSINESS IS TRANSACTED

Trade Names for “Legacy Global Sports, L.P.”	
New Hampshire	
	Legacy Global Sports – Registered Trade Name
	Action Youth – Registered Trade Name
	Level 2 Sports - Registered Trade Name
	Level 2 - Registered Trade Name
	T3 Travel - Registered Trade Name
	T3 – Trade Name
	Team Tournament Travel - Registered Trade Name
	PSE - Registered Trade Name
	LGS Team Sales - Registered Trade Name
	Swedsport Tournaments & Event - Registered Trade Name
	Swedsport - Registered Trade Name
Michigan	
	Legacy Global Sports, Limited Partnership - Registered Trade Name

IN RE: LEGACY GLOBAL SPORTS, L.P., ET AL.
BANKRUPTCY NOS. 20-11157-JEB; AND 20-11351 THROUGH 20-11376-JEB
Jointly Administered Cases

SCHEDULE 2 TO
MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
OF ALL OR SUBSTANTIALY ALL ASSETS OF DEBTORS BY PUBLIC ONLINE
AUCTION SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS

DOMAIN NAMES

Domain Names	
	actionyouth.com
	atllaxtourney.com
	bauermotownclassic.com
	bedfordsoccerleague.com
	big12lacrosse.com
	collegesoccerchance.com
	collegesoccerscholarships.com
	cradleforthecure.net
	eastcoastselects.com
	Easterncanadaselects.com
	fireonicehockey.com
	globalpremier.soccer
	globalpremiersoccer.com
	globalpremierfootball.com
	globalpremierscholarships.com
	globalpremiersoccer.ca
	globalpremiersoccer.co.uk
	globalpremiersoccer.com
	globalpremiersoccer.info
	globalpremiersoccer.net
	globalpremiersoccer.org
	globalpremiersoccer.canada.com
	gpsacademcy.ca
	gpsalbany.com
	gps-arizona.com
	gps-california.com
	gpscanada.net
	gps-carolina.com
	gpscoastalacademcy.com
	gps-colorado.com
	gpscompete.com
	gpsconnecticut.com
	gps-connecticut.com
	gpsdelaware.com
	gpsdelawarerevolution.com
	gpsesports.com
	gps-florida.net
	gps-foundation.com
	gps-foundation.org
	gps-georgia.com
	gps-illinois.com
	gps-international.net

gps-iowa.com
gps-jersey.com
gps-kansas.com
gpskenorth.com
gps-maine.com
gps-maryland.com
gps-massachusetts.com
gps-michigan.com
gps-milanboston.com
gps-minnesota.com
gpsmissouri.com
gpsnasa.com
gps-nevada.com
gps-newhampshire.com
gps-newyork.com
gpsnewyorkcity.com
gpsnorthshore.com
gps-oc.com
gps-ohio.com
gps-orangecounty.com
gpsoregon.com
gps-oregon.com
gps-pennsylvania.com
gpspuertorico.com
gpsrhodeisland.com
gps-rhodeisland.com
gps-sandiego.com
gps-sanfrancisco.com
gps-sd.com
gps-see.com
gpssoccerassassins.com
gps-spain.net
gpssynergy.com
gps-syracuse.com
gpstechnicalarea.com
gps-texas.com
gpstorontosw.com
gpstournaments.com
gpsvacationprograms.com
gps-vermont.com
gps-virginia.com
gps-washington.com
heatwavelax.com
hhofininvitational.com
hoflacrosseinvitational.com

internationalsoccer.academy
laxlifeevents.com
laxlifetournaments.com
legacyglobalsports.ca
legacyglobalsports.com
legacyonlinefundraiser.com
legacysoccertours.com
lgshockey.com
lgslacrosse.com
lgssoccer.com
lgssoccertours.com
lgstours.com
maverikprospectdays.com
memorialdaytournament.com
mmajorlax.com
motownclassicgear.com
mrshockeyinvite.com
naionallacrosseclassic.com
nlnation.com
npe80.com
pseeventhousing.com
pseeventhousing.net
psehousing.com
satlacrosse.com
scoopituplax.com
selectsacademy.com
selectshockey.ca
selectshockey.com
southernlacrosseshowcase.com
southernlaxshowcase.com
sportsevents.world
sportstravel.world
swedenselects.com
t3lacrosse.com
t3lacrosse.info
t3lacrosse.net
t3lacrosse.org
thedrafthockey.com
ti22sportswear.com
tournamenthotels.com
tournamenthotels.net
travelteamusa.com
w7l.org
westcoastselects.com
westerncanadaselects.com

	wishbonelax.com
	womanshockey.com
	worldhockeyrankings.com
	worldselects.com
	worldselectsinvoke.com
	xflacademy.com

IN RE: LEGACY GLOBAL SPORTS, L.P., ET AL.
BANKRUPTCY NOS. 20-11157-JEB; AND 20-11351 THROUGH 20-11376-JEB
Jointly Administered Cases

SCHEDULE 3 TO

**MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
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AUCTION SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS**

SOCIAL MEDIA ACCOUNTS

Social Media Platform	Handle	Username/Email
Twitter	@legacygs	legacy_sm@legacyglobalsports.com
Twitter	@LEGACYgs_SWE	legacy_sm@legacyglobalsports.com
Facebook	@LEGACYgs	legacy_sm@legacyglobalsports.com
LinkedIn	LEGACY Global Sports	legacy_sm@legacyglobalsports.com
Instagram	legacyglobalsports	aesposito@legacyglobalsports.com
SnapChat	LEGACYgs	legacy_sm@legacyglobalsports.com
Instagram	Legacy2018	
Facebook	@LEGACYgsApparel	econklin@legacyglobalsports.com
Instagram	ti22sportswear	ti22sportswear
Twitter	ti22sportswear	ti22sportswear
Facebook	Hall of Fame Sports Complex	
Instagram	@hofvillagesports	hofvillagesports
Twitter	@7v7ARMY	@7v7ARMY
Instagram	@7v7ARMY	@7v7ARMY
SnapChat	@7v7ARMY	@7v7ARMY
Twitter	@LGS_Golf	lgs_golf@legacyglobalsports.com
Instagram	@LGSgolf	lgsgolf
Instagram	@LGS_NationsCupGolf	lgsncgolf
Twitter	@SELECTS_Hockey	selects_academcy@legacyglobalsports.com
Twitter	@SK_SKS_Hockey	selects_academcy@legacyglobalsports.com
Twitter	@lgshockey	cgonzalez@legacyglobalsports.com
Facebook	@selectshockey	
Facebook	@legacyglobalhockey	
Instagram	@lgshockey	cgonzalez@legacyglobalsports.com
Instagram	@selects_hockey	legacy_sm@legacyglobalsports.com
Instagram	@SELECTS_Academy	selects_academy@legacyglobalsports.com
YouTube	info@selectshockey.com	info@selectshockey.com
YouTube	@legacyglobalhockey	sristic@legacyglobalsports.com
Twitter	@Bauer_Motown	
Facebook	motownclassichockey	
Facebook	HHOF	HHOF
Instagram	hhof_futurelegends	hhof_futurelegends
Twitter	HHOFLegends	HHOFLegends
Twitter	@WorldSelectsInv	ctufts@legacyglobalsports.com
Twitter	@SELECTS_Girls	cbaudo@legacyglobalsports.com
Twitter	@selectstourneys	
Instagram	WorldSelectsInv	l.egacy_sm@legacyglobalsports.com
YouTube	World Selects Invite	legacy@_sm@legacyglobalsports.com
Twitter	@NLCLacrosse	level2lax
Instagram	nlclacrosse	Portsmouth99

SnapChat	BrineNLC2017	Portsmouth99
Twitter	@cascadenpe80	hopkins32
Instagram	cascadenpe80	hopkins32
Twitter	@BrogdenCupLax	Leg@cyL@x17!
Instagram	BrogdenCup	lax2018
Twitter	@LGSLacrosse	Legacy2017
Instagram	lgs_lacrosse	Portsmouth99
Facebook	Legacy Global Lacrosse	
YouTube	Legacy Global Lacrosse	legacyglobalsportslacrosse@gmail.com
Instagram	@LaxLifeEvents	laxlifeevents
Twitter	@LaxLifeEvents	laxlifeevents
Facebook	LaxLifeEvents	
SnapChat	laxexperiment	nbarletta@legacyglobalsports.com
Instagram	@thelaxexperiment	nbarletta@legacyglobalsports.com
Twitter	@laxexperiment	nbarletta@legacyglobalsports.com
Facebook	The Lax Experiment	admin
Facebook	Travel Team USA	
Twitter	@TravelTeamUSA	
Instagram	@travelteamusa	
Instagram	@Sportsevents	jcarter@legacyglobalsports.com
Twitter	@LGS Soccer	selects_soccer@legacyglobalsports.com
Facebook	@LGSSoccer	Admin Privilege
Instagram	@LGSSoccer	
Instagram	gpsmassachusetts	
Instagram	gps_soccerassassins	
Instagram	gpstournaments	
Instagram	gps_florida	
Instagram	gpsfloridawest	
Instagram	gps_buffalo	
Instagram	gpscarolina	
Instagram	gps_sandiego	
Instagram	gpsnasa	
Instagram	gpslexington	
Instagram	FC America	
Instagram	GPS Albany	
Instagram	GPS Camps	
Instagram	GPS Coastal Academy	
Instagram	GPS Connecticut	
Instagram	GPS Delaware	
Instagram	GPS Georgia	
Instagram	GPS Maine	
Instagram	GPS Missouri	
Instagram	GPS New Hampshire	
Instagram	GPS New Jersey	
Instagram	GPS North Shore	

Instagram	GPS Oregon	
Instagram	GPS Puerto Rico	
Instagram	GPS Reading	
Instagram	GPS Rhode Island	
Instagram	GPS Vermont	
Instagram	Hunters Creek	
Instagram	Maitland SC	
Instagram	Rochester FC	
Instagram	GPS Goalkeeping	
Instagram	GPS Syracuse	
Instagram	GPS Lexington	
Instagram	GPS Minnesota	
Instagram	GPS UK	
Instagram	GPS Spain	
Instagram	GPS SEE	
Instagram	GPS SEE Cyprus	
Instagram	GPS North London	
Instagram	GPS Oxford Academy	
Instagram	GPS Orange County	
Instagram	GPS	
Facebook	FC America	
Facebook	GPS Atlanta	
Facebook	GPS Camps	
Facebook	GPS Canada	
Facebook	GPS Carolina	
Facebook	GPS Coastal Academy	
Facebook	GPS Florida	
Facebook	GPS Florida West	
Facebook	GPS Georgia	
Facebook	GPS Maine	
Facebook	GPS Massachusetts	
Facebook	GPS Missouri	
Facebook	GPS NASA	
Facebook	GPS New Hampshire	
Facebook	GPS New Jersey	
Facebook	GPS New York	
Facebook	GPS North Shore	
Facebook	GPS Oregon	
Facebook	GPS Rhode Island	
Facebook	GPS Stateline	
Facebook	GPS Vermont	
Facebook	Hunters Creek	
Facebook	Maitland SC	
Facebook	Rochester FC	
Facebook	GPS Puerto Rico	

Facebook	GPS Tournaments	
Facebook	GPS Syracuse	
Facebook	GPS Lexington	
Facebook	GPS Minnesota	
Facebook	GPS Spain	
Facebook	GPS SEE	
Facebook	GPS SEE Cyprus	
Facebook	GPS UK	
Facebook	GPS Reading Academy	
Facebook	GPS	
Facebook	GPS International	
Facebook	GPS Assassins	
Twitter	GPS Carolina	
Twitter	GPS Florida	
Twitter	GPS Georgia	
Twitter	GPS Maine	
Twitter	GPS Massachusetts	
Twitter	GPS New Hampshire	
Twitter	GPS New Jersey	
Twitter	GPS Rhode Island	
Twitter	GPS Vermont	
Twitter	Rochester FC	
Twitter	GPS Missouri	
Twitter	GPS Coastal Academy	
Twitter	GPS NASA	
Twitter	GPS Delaware	
Twitter	GPS Stateline	
Twitter	Hunters Creek	
Twitter	FC America	
Twitter	Maitland SC	
Twitter	GPS Tournaments	
Twitter	GPS UK	
Twitter	GPS SEE	
Twitter	GPS Reading Academy	
Twitter	GPS	
Twitter	GPS International	

IN RE: LEGACY GLOBAL SPORTS, L.P., ET AL.
BANKRUPTCY NOS. 20-11157-JEB; AND 20-11351 THROUGH 20-11376-JEB
Jointly Administered Cases

SCHEDULE 4 TO

**MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
OF ALL OR SUBSTANTIALLY ALL ASSETS OF DEBTORS BY PUBLIC ONLINE
AUCTION SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS**

GOODWILL AND INTANGIBLES

Goodwill
Investment in Action Youth – Goodwill
Investment in PSE – Goodwill
Goodwill GPS: Admin
Goodwill – T3 Lacrosse
Goodwill – T3 Housing
Goodwill – Level 2
Goodwill – F&B
Goodwill – First Scout
Goodwill – IHT
Goodwill – JWK
Goodwill – TTS
Goodwill – Prior Acq
Goodwill – TTUSA
Goodwill – MCC
Goodwill – HP
Intangibles
Exclusivity Rights
Deferred Financing Fees / Legal Fees – PSE
Deferred Financing Fees / Legal Fees – AY
Deferred Financing Fees / Legal Fees – IAS
PSE Non-Compete
PSE Customer List
PSE Employment Contract
AY Non-Compete
AY Customer List
PSE Employment Contract
AY Non-Compete
AY Customer List
Level 2 Sports Intellectual Property
T3 Covenant Not to Compete
T3 Contracts
FSP Customer List
FSP Employment Contract
FSP Covenant not to Compete
JEW Customer List
JWK Non Compete
TTS Customer List
IHT Customer List
IHT Employee Contracts
IHT Non Compete
HP Non Compete
HP Customer List

MCC Non Compete
TTUSA Customer Lists
T3 LAX Employment Contracts - Lori Brown
T3 LAX Employment Contracts – Brandt/Holley/Raichle
MCC Customer List

IN RE: LEGACY GLOBAL SPORTS, L.P., ET AL.
BANKRUPTCY NOS. 20-11157-JEB; AND 20-11351 THROUGH 20-11376-JEB
Jointly Administered Cases

SCHEDULE 5 TO

**MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
OF ALL OR SUBSTANTIALLY ALL ASSETS OF DEBTORS BY PUBLIC ONLINE
AUCTION SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS**

NON-RESIDENTIAL REAL PROPERTY LEASES & EXECUTORY CONTRACTS

Debtor Counter Party	Non-Debtor Counter Party	Property Description
Global Premier Soccer	Northern Ireland International Youth Football Cup Limited	Sponsorship Agreement
Legacy Global Sports, L.P.	En Masse 360, LLC	1 High Street Court Morristown, NJ 07960
Legacy Global Sports, L.P.	Old Tex Mex, LLC	290 Heritage Ave. Portsmouth, NH 03801
Legacy Global Sports, L.P.	United States Specialty Sports Association	Referral Agreement
Legacy Global Hockey LLC	LiveBarn, Inc.	Annual Sponsorship Agreement
LGS Manufacturing, LLC	Champro Sports	Sports Clothing Manufacturing Agreement
Legacy Global Sports, L.P.	Hockey Hall of Fame and Museum	Promotional Licensing Agreement – Restricted right to use HHOF marks and archival material

IN RE: LEGACY GLOBAL SPORTS, L.P., ET AL.
BANKRUPTCY NOS. 20-11157-JEB; AND 20-11351 THROUGH 20-11376-JEB
Jointly Administered Cases

SCHEDULE 6 TO

**MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
OF ALL OR SUBSTANTIALLY ALL ASSETS OF DEBTORS BY PUBLIC ONLINE
AUCTION SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS**

LEGACY GLOBAL SPORTS COMPUTERS

LGS Asset	Serial #	Description
Dell Latitude 3500 Laptop	1BQBLW2	New in Box
Dell Latitude 3500 Laptop	3BQBLW2	New in Box
Dell Latitude 3500 Laptop	4BQBLW2	New in Box
Dell Latitude 3500 Laptop	J9BLW2	New in Box
Dell Latitude 3500 Laptop	937NKW2	New in Box
Dell Latitude 3500 Laptop	237NKW2	New in Box
Dell Latitude 3500 Laptop	337NKW2	New in Box
Dell Latitude 3500 Laptop	637NKW2	New in Box
Dell Latitude 3500 Laptop	837NKW2	Returned by Employee
Dell OptiPlex 3070 Desktop	1LZVY23	New in Box
Dell OptiPlex 3070 Desktop	1M0XY23	New in Box
Dell OptiPlex 3070 Desktop	1M1WY23	New in Box
Dell OptiPlex 3070 Desktop	1LZWY23	New in Box
Dell OptiPlex 3070 Desktop	1M1XY23	New in Box
Dell OptiPlex 3070 Desktop	1M0VY23	New in Box
Dell OptiPlex 3070 Desktop	1M0WY23	New in Box
Dell OptiPlex 3070 Desktop	1M2VY23	New in Box
Dell OptiPlex 3070 Desktop	1LZTY23	New in Box
Dell OptiPlex 3070 Desktop	1M1VY23	New in Box

IN RE: LEGACY GLOBAL SPORTS, L.P., ET AL.
BANKRUPTCY NOS. 20-11157-JEB; AND 20-11351 THROUGH 20-11376-JEB
Jointly Administered Cases

SCHEDULE 7 TO

**MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
OF ALL OR SUBSTANTIALLY ALL ASSETS OF DEBTORS BY PUBLIC ONLINE
AUCTION SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS**

VEHICLES

State	Year	Make	Model	VIN
California	2018	Ford	Focus	1FADP3K25JL224464
Carolina	2002	Acura	3.2 CL	19UYA42402A004460
Carolina	2005	Honda	Accord	1HGCM715X5A024569
Carolina	2011	BMW	328	WBAPH7C59BE460073
Carolina	2001	Ford	Taurus	1FAFP55U01G200759
Carolina	1999	Toyota	Sienna	4T3ZF13C3XU148036
Carolina	2006	Buick	Lucerne	1G4HD57256U221358
Carolina	2004	Honda	Pilot	2HKYF18414H576395
Carolina	1996	Honda	Civic	1HGEJ6120TL020940
Delaware	2007	Ford	Ranger	1FTYR10D87PA91621
Florida	2016	Volkswagen	Jetta	3VW267AJ3GM296787
Florida	2016	Volkswagen	Jetta	3VW267AJ4GM219250
Maine	2012	Subaru	Forester	JF2SH63639G700850
Maine	2007	Dodge	Grand Caravan	
Minnesota	2010	Toyota	Corolla	2T1BU4EE8AC486606
Minnesota	2009	Dodge	Journey	3D4GH57VX9T598042
New Hampshire	2007	Ford	Fusion	3FAHP07Z17R172962
New Hampshire	2005	Toyota	Sienna	5TDZA23C95S384046
New Hampshire	2011	Mitsubishi	Lancer	JA32U2FU4BU009717
New Jersey	2003	Chevrolet	Trailblazer	1GNET16S536201736
New Jersey	2013	Chevrolet	Spark	KL8CC6S92DC507689
New York	2016	Nissan	Sentra	3N1AB7AP0GL682140
Canada		Nissan	Sentra	3N1AB7AP2FY315645

IN RE: LEGACY GLOBAL SPORTS, L.P., ET AL.
BANKRUPTCY NOS. 20-11157-JEB; AND 20-11351 THROUGH 20-11376-JEB
Jointly Administered Cases

SCHEDULE 1 TO
MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
OF ALL OR SUBSTANTIALLY ALL ASSETS OF DEBTORS BY PUBLIC ONLINE
AUCTION SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS

TRADE NAMES/OTHER NAMES UNDER WHICH BUSINESS IS TRANSACTED

Trade Names for “Legacy Global Sports, L.P.”	
New Hampshire	
	Legacy Global Sports – Registered Trade Name
	Action Youth – Registered Trade Name
	Level 2 Sports - Registered Trade Name
	Level 2 - Registered Trade Name
	T3 Travel - Registered Trade Name
	T3 – Trade Name
	Team Tournament Travel - Registered Trade Name
	PSE - Registered Trade Name
	LGS Team Sales - Registered Trade Name
	Swedsport Tournaments & Event - Registered Trade Name
	Swedsport - Registered Trade Name
Michigan	
	Legacy Global Sports, Limited Partnership - Registered Trade Name

IN RE: LEGACY GLOBAL SPORTS, L.P., ET AL.
BANKRUPTCY NOS. 20-11157-JEB; AND 20-11351 THROUGH 20-11376-JEB
Jointly Administered Cases

SCHEDULE 2 TO

**MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
OF ALL OR SUBSTANTIALLY ALL ASSETS OF DEBTORS BY PUBLIC ONLINE
AUCTION SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS**

DOMAIN NAMES

Domain Names	
	actionyouth.com
	atllaxtourney.com
	bauermotownclassic.com
	bedfordsoccerleague.com
	big12lacrosse.com
	collegesoccerchance.com
	collegesoccerscholarships.com
	cradleforthecure.net
	eastcoastselects.com
	Easterncanadaselects.com
	fireonicehockey.com
	globalpremier.soccer
	globalpremiersoccer.com
	globalpremierfootball.com
	globalpremierscholarships.com
	globalpremiersoccer.ca
	globalpremiersoccer.co.uk
	globalpremiersoccer.com
	globalpremiersoccer.info
	globalpremiersoccer.net
	globalpremiersoccer.org
	globalpremiersoccer.canada.com
	gpsacademcy.ca
	gpsalbany.com
	gps-arizona.com
	gps-california.com
	gpscanada.net
	gps-carolina.com
	gpscoastalacademcy.com
	gps-colorado.com
	gpscompete.com
	gpsconnecticut.com
	gps-connecticut.com
	gpsdelaware.com
	gpsdelawarerevolution.com
	gpsesports.com
	gps-florida.net
	gps-foundation.com
	gps-foundation.org
	gps-georgia.com
	gps-illinois.com
	gps-international.net

gps-iowa.com
gps-jersey.com
gps-kansas.com
gpskcnorth.com
gps-maine.com
gps-maryland.com
gps-massachusetts.com
gps-michigan.com
gps-milanboston.com
gps-minnesota.com
gpsmissouri.com
gpsnasa.com
gps-nevada.com
gps-newhampshire.com
gps-newyork.com
gpsnewyorkcity.com
gpsnorthshore.com
gps-oc.com
gps-ohio.com
gps-orangecounty.com
gpsoregon.com
gps-oregon.com
gps-pennsylvania.com
gpspuertorico.com
gpsrhodeisland.com
gps-rhodeisland.com
gps-sandiego.com
gps-sanfrancisco.com
gps-sd.com
gps-see.com
gpssoccerassassins.com
gps-spain.net
gpssynergy.com
gps-syracuse.com
gpstechnicalarea.com
gps-texas.com
gpstorontosw.com
gpstournaments.com
gpsvacationprograms.com
gps-vermont.com
gps-virginia.com
gps-washington.com
heatwavelax.com
hhofininvitational.com
hoflacrosseinvitational.com

internationalsoccer.academy
laxlifeevents.com
laxlifetournaments.com
legacyglobalsports.ca
legacyglobalsports.com
legacyonlinefundraiser.com
legacysoccertours.com
lgshockey.com
lgslacrosse.com
lgssoccer.com
lgssoccertours.com
lgstours.com
maverikprospectdays.com
memorialdaytournament.com
mmajorlax.com
motownclassicgear.com
mrshockeyinvite.com
naionallacrosseclassic.com
nlcnation.com
npe80.com
pseeventhousing.com
pseeventhousing.net
psehousing.com
satlacrosse.com
scoopituplax.com
selectsacademy.com
selectshockey.ca
selectshockey.com
southernlacrosseshowcase.com
southernlaxshowcase.com
sportsevents.world
sportstravel.world
swedenselects.com
t3lacrosse.com
t3lacrosse.info
t3lacrosse.net
t3lacrosse.org
thedraftshockey.com
ti22sportswear.com
tournamenthotels.com
tournamenthotels.net
travelteamusa.com
w7l.org
westcoastselects.com
westerncanadaselects.com

	wishbonelax.com
	womanshockey.com
	worldhockeyrankings.com
	worldselects.com
	worldselectsinvite.com
	xflacademy.com

IN RE: LEGACY GLOBAL SPORTS, L.P., ET AL.
BANKRUPTCY NOS. 20-11157-JEB; AND 20-11351 THROUGH 20-11376-JEB
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SCHEDULE 3 TO

**MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
OF ALL OR SUBSTANTIALLY ALL ASSETS OF DEBTORS BY PUBLIC ONLINE
AUCTION SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS**

SOCIAL MEDIA ACCOUNTS

Social Media Platform	Handle	Username/Email
Twitter	@legacygs	legacy_sm@legacyglobalsports.com
Twitter	@LEGACYgs_SWE	legacy_sm@legacyglobalsports.com
Facebook	@LEGACYgs	legacy_sm@legacyglobalsports.com
LinkedIn	LEGACY Global Sports	legacy_sm@legacyglobalsports.com
Instagram	legacyglobalsports	aesposito@legacyglobalsports.com
SnapChat	LEGACYgs	legacy_sm@legacyglobalsports.com
Instagram	Legacy2018	
Facebook	@LEGACYgsApparel	econklin@legacyglobalsports.com
Instagram	ti22sportswear	ti22sportswear
Twitter	ti22sportswear	ti22sportswear
Facebook	Hall of Fame Sports Complex	
Instagram	@hofvillagesports	hofvillagesports
Twitter	@7v7ARMY	@7v7ARMY
Instagram	@7v7ARMY	@7v7ARMY
SnapChat	@7v7ARMY	@7v7ARMY
Twitter	@LGS_Golf	lgs_golf@legacyglobalsports.com
Instagram	@LGS_Golf	lgsgolf
Instagram	@LGS_NationsCupGolf	lgsgolf
Twitter	@SELECTS_Hockey	selects_academcy@legacyglobalsports.com
Twitter	@SK SKS Hockey	selects_academcy@legacyglobalsports.com
Twitter	@lgshockey	cgonzalez@legacyglobalsports.com
Facebook	@selectshockey	
Facebook	@legacyglobalhockey	
Instagram	@lgshockey	cgonzalez@legacyglobalsports.com
Instagram	@selects_hockey	legacy_sm@legacyglobalsports.com
Instagram	@SELECTS_Academy	selects_academy@legacyglobalsports.com
YouTube	info@selectshockey.com	info@selectshockey.com
YouTube	@legacyglobalhockey	sristic@legacyglobalsports.com
Twitter	@Bauer_Motown	
Facebook	motownclassichockey	
Facebook	HHOF	HHOF
Instagram	hhof_futurelegends	hhof_futurelegends
Twitter	HHOFLegends	HHOFLegends
Twitter	@WorldSelectsInv	ctufts@legacyglobalsports.com
Twitter	@SELECTS_Girls	cbaudo@legacyglobalsports.com
Twitter	@selectstourneys	
Instagram	WorldSelectsInv	l.legacy_sm@legacyglobalsports.com
YouTube	World Selects Invite	legacy@_sm@legacyglobalsports.com
Twitter	@NLCLacrosse	level2lax
Instagram	nlclacrosse	Portsmouth99

SnapChat	BrineNLC2017	Portsmouth99
Twitter	@cascadenpe80	hopkins32
Instagram	cascadenpe80	hopkins32
Twitter	@BrogdenCupLax	Leg@cyL@x17!
Instagram	BrogdenCup	lax2018
Twitter	@LGS Lacrosse	Legacy2017
Instagram	lgs_lacrosse	Portsmouth99
Facebook	Legacy Global Lacrosse	
YouTube	Legacy Global Lacrosse	legacyglobalsportslacrosse@gmail.com
Instagram	@LaxLifeEvents	laxlifeevents
Twitter	@LaxLifeEvents	laxlifeevents
Facebook	LaxLifeEvents	
SnapChat	laxexperiment	nbarletta@legacyglobalsports.com
Instagram	@thelaxexperiment	nbarletta@legacyglobalsports.com
Twitter	@laxexperiment	nbarletta@legacyglobalsports.com
Facebook	The Lax Experiment	admin
Facebook	Travel Team USA	
Twitter	@TravelTeamUSA	
Instagram	@travelteamusa	
Instagram	@Sportsevents	jcarter@legacyglobalsports.com
Twitter	@LGS Soccer	selects_soccer@legacyglobalsports.com
Facebook	@LGSSoccer	Admin Privilege
Instagram	@LGSSoccer	
Instagram	gpsmassachusetts	
Instagram	gps_soccerassassins	
Instagram	gpstournaments	
Instagram	gps_florida	
Instagram	gpsfloridawest	
Instagram	gps_buffalo	
Instagram	gpscarolina	
Instagram	gps_sandiego	
Instagram	gpsnasa	
Instagram	gpslexington	
Instagram	FC America	
Instagram	GPS Albany	
Instagram	GPS Camps	
Instagram	GPS Coastal Academy	
Instagram	GPS Connecticut	
Instagram	GPS Delaware	
Instagram	GPS Georgia	
Instagram	GPS Maine	
Instagram	GPS Missouri	
Instagram	GPS New Hampshire	
Instagram	GPS New Jersey	
Instagram	GPS North Shore	

Instagram	GPS Oregon	
Instagram	GPS Puerto Rico	
Instagram	GPS Reading	
Instagram	GPS Rhode Island	
Instagram	GPS Vermont	
Instagram	Hunters Creek	
Instagram	Maitland SC	
Instagram	Rochester FC	
Instagram	GPS Goalkeeping	
Instagram	GPS Syracuse	
Instagram	GPS Lexington	
Instagram	GPS Minnesota	
Instagram	GPS UK	
Instagram	GPS Spain	
Instagram	GPS SEE	
Instagram	GPS SEE Cyprus	
Instagram	GPS North London	
Instagram	GPS Oxford Academy	
Instagram	GPS Orange County	
Instagram	GPS	
Facebook	FC America	
Facebook	GPS Atlanta	
Facebook	GPS Camps	
Facebook	GPS Canada	
Facebook	GPS Carolina	
Facebook	GPS Coastal Academy	
Facebook	GPS Florida	
Facebook	GPS Florida West	
Facebook	GPS Georgia	
Facebook	GPS Maine	
Facebook	GPS Massachusetts	
Facebook	GPS Missouri	
Facebook	GPS NASA	
Facebook	GPS New Hampshire	
Facebook	GPS New Jersey	
Facebook	GPS New York	
Facebook	GPS North Shore	
Facebook	GPS Oregon	
Facebook	GPS Rhode Island	
Facebook	GPS Stateline	
Facebook	GPS Vermont	
Facebook	Hunters Creek	
Facebook	Maitland SC	
Facebook	Rochester FC	
Facebook	GPS Puerto Rico	

Facebook	GPS Tournaments	
Facebook	GPS Syracuse	
Facebook	GPS Lexington	
Facebook	GPS Minnesota	
Facebook	GPS Spain	
Facebook	GPS SEE	
Facebook	GPS SEE Cyprus	
Facebook	GPS UK	
Facebook	GPS Reading Academy	
Facebook	GPS	
Facebook	GPS International	
Facebook	GPS Assassins	
Twitter	GPS Carolina	
Twitter	GPS Florida	
Twitter	GPS Georgia	
Twitter	GPS Maine	
Twitter	GPS Massachusetts	
Twitter	GPS New Hampshire	
Twitter	GPS New Jersey	
Twitter	GPS Rhode Island	
Twitter	GPS Vermont	
Twitter	Rochester FC	
Twitter	GPS Missouri	
Twitter	GPS Coastal Academy	
Twitter	GPS NASA	
Twitter	GPS Delaware	
Twitter	GPS Stateline	
Twitter	Hunters Creek	
Twitter	FC America	
Twitter	Maitland SC	
Twitter	GPS Tournaments	
Twitter	GPS UK	
Twitter	GPS SEE	
Twitter	GPS Reading Academy	
Twitter	GPS	
Twitter	GPS International	

IN RE: LEGACY GLOBAL SPORTS, L.P., ET AL.
BANKRUPTCY NOS. 20-11157-JEB; AND 20-11351 THROUGH 20-11376-JEB
Jointly Administered Cases

SCHEDULE 4 TO

**MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
OF ALL OR SUBSTANTIALLY ALL ASSETS OF DEBTORS BY PUBLIC ONLINE
AUCTION SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS**

GOODWILL AND INTANGIBLES

Goodwill
Investment in Action Youth – Goodwill
Investment in PSE – Goodwill
Goodwill GPS: Admin
Goodwill – T3 Lacrosse
Goodwill – T3 Housing
Goodwill – Level 2
Goodwill – F&B
Goodwill – First Scout
Goodwill – IHT
Goodwill – JWK
Goodwill – TTS
Goodwill – Prior Acq
Goodwill – TTUSA
Goodwill – MCC
Goodwill – HP
Intangibles
Exclusivity Rights
Deferred Financing Fees / Legal Fees – PSE
Deferred Financing Fees / Legal Fees – AY
Deferred Financing Fees / Legal Fees – IAS
PSE Non-Compete
PSE Customer List
PSE Employment Contract
AY Non-Compete
AY Customer List
PSE Employment Contract
AY Non-Compete
AY Customer List
Level 2 Sports Intellectual Property
T3 Covenant Not to Compete
T3 Contracts
FSP Customer List
FSP Employment Contract
FSP Covenant not to Compete
JEW Customer List
JWK Non Compete
TTS Customer List
IHT Customer List
IHT Employee Contracts
IHT Non Compete
HP Non Compete
HP Customer List

MCC Non Compete
TTUSA Customer Lists
T3 LAX Employment Contracts - Lori Brown
T3 LAX Employment Contracts – Brandt/Holley/Raichle
MCC Customer List

IN RE: LEGACY GLOBAL SPORTS, L.P., ET AL.
BANKRUPTCY NOS. 20-11157-JEB; AND 20-11351 THROUGH 20-11376-JEB
Jointly Administered Cases

SCHEDULE 5 TO

**MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
OF ALL OR SUBSTANTIALLY ALL ASSETS OF DEBTORS BY PUBLIC ONLINE
AUCTION SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS**

NON-RESIDENTIAL REAL PROPERTY LEASES & EXECUTORY CONTRACTS

Debtor Counter Party	Non-Debtor Counter Party	Property Description
Global Premier Soccer	Northern Ireland International Youth Football Cup Limited	Sponsorship Agreement
Legacy Global Sports, L.P.	En Masse 360, LLC	1 High Street Court Morristown, NJ 07960
Legacy Global Sports, L.P.	Old Tex Mex, LLC	290 Heritage Ave. Portsmouth, NH 03801
Legacy Global Sports, L.P.	United States Specialty Sports Association	Referral Agreement
Legacy Global Hockey LLC	LiveBarn, Inc.	Annual Sponsorship Agreement
LGS Manufacturing, LLC	Champro Sports	Sports Clothing Manufacturing Agreement
Legacy Global Sports, L.P.	Hockey Hall of Fame and Museum	Promotional Licensing Agreement – Restricted right to use HHOF marks and archival material

IN RE: LEGACY GLOBAL SPORTS, L.P., ET AL.
BANKRUPTCY NOS. 20-11157-JEB; AND 20-11351 THROUGH 20-11376-JEB
Jointly Administered Cases

SCHEDULE 6 TO

**MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
OF ALL OR SUBSTANTIALLY ALL ASSETS OF DEBTORS BY PUBLIC ONLINE
AUCTION SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS**

LEGACY GLOBAL SPORTS COMPUTERS

LGS Asset	Serial #	Description
Dell Latitude 3500 Laptop	1BQBLW2	New in Box
Dell Latitude 3500 Laptop	3BQBLW2	New in Box
Dell Latitude 3500 Laptop	4BQBLW2	New in Box
Dell Latitude 3500 Laptop	J9BLW2	New in Box
Dell Latitude 3500 Laptop	937NKW2	New in Box
Dell Latitude 3500 Laptop	237NKW2	New in Box
Dell Latitude 3500 Laptop	337NKW2	New in Box
Dell Latitude 3500 Laptop	637NKW2	New in Box
Dell Latitude 3500 Laptop	837NKW2	Returned by Employee
Dell OptiPlex 3070 Desktop	1LZVY23	New in Box
Dell OptiPlex 3070 Desktop	1M0XY23	New in Box
Dell OptiPlex 3070 Desktop	1M1WY23	New in Box
Dell OptiPlex 3070 Desktop	1LZWY23	New in Box
Dell OptiPlex 3070 Desktop	1M1XY23	New in Box
Dell OptiPlex 3070 Desktop	1M0VY23	New in Box
Dell OptiPlex 3070 Desktop	1M0WY23	New in Box
Dell OptiPlex 3070 Desktop	1M2VY23	New in Box
Dell OptiPlex 3070 Desktop	1LZTY23	New in Box
Dell OptiPlex 3070 Desktop	1M1VY23	New in Box

IN RE: LEGACY GLOBAL SPORTS, L.P., ET AL.
BANKRUPTCY NOS. 20-11157-JEB; AND 20-11351 THROUGH 20-11376-JEB
Jointly Administered Cases

SCHEDULE 7 TO

**MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING SALE
OF ALL OR SUBSTANTIALLY ALL ASSETS OF DEBTORS BY PUBLIC ONLINE
AUCTION SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS**

VEHICLES

State	Year	Make	Model	VIN
California	2018	Ford	Focus	1FADP3K25JL224464
Carolina	2002	Acura	3.2 CL	19UYA42402A004460
Carolina	2005	Honda	Accord	1HGCM715X5A024569
Carolina	2011	BMW	328	WBAPH7C59BE460073
Carolina	2001	Ford	Taurus	1FAFP55U01G200759
Carolina	1999	Toyota	Sienna	4T3ZF13C3XU148036
Carolina	2006	Buick	Lucerne	1G4HD57256U221358
Carolina	2004	Honda	Pilot	2HKYF18414H576395
Carolina	1996	Honda	Civic	1HGEJ6120TL020940
Delaware	2007	Ford	Ranger	1FTYR10D87PA91621
Florida	2016	Volkswagen	Jetta	3VW267AJ3GM296787
Florida	2016	Volkswagen	Jetta	3VW267AJ4GM219250
Maine	2012	Subaru	Forester	JF2SH63639G700850
Maine	2007	Dodge	Grand Caravan	
Minnesota	2010	Toyota	Corolla	2T1BU4EE8AC486606
Minnesota	2009	Dodge	Journey	3D4GH57VX9T598042
New Hampshire	2007	Ford	Fusion	3FAHP07Z17R172962
New Hampshire	2005	Toyota	Sienna	5TDZA23C95S384046
New Hampshire	2011	Mitsubishi	Lancer	JA32U2FU4BU009717
New Jersey	2003	Chevrolet	Trailblazer	1GNET16S536201736
New Jersey	2013	Chevrolet	Spark	KL8CC6S92DC507689
New York	2016	Nissan	Sentra	3N1AB7AP0GL682140
Canada		Nissan	Sentra	3N1AB7AP2FY315645

EXHIBIT 3

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION**

In re:

LEGACY GLOBAL SPORTS, L.P.,¹

Debtor.

Chapter 7

**Case No. 20-11157-JEB; and
20-11351 through 20-11376**

Jointly Administered Cases

**MOTION BY CHAPTER 7 TRUSTEE FOR ENTRY OF ORDER AUTHORIZING
PAYMENT TO AUCTIONEER FOR SERVICES RELATIVE TO PUBLIC AUCTION**

Now comes Harold B. Murphy, the Trustee in Bankruptcy (the “Trustee”) of the bankruptcy estate (the “Estate”) of Legacy Global Sports, L.P. (“LGS”) and each of the related above-captioned debtors (the “Debtors”), and moves this Court for authority to make payment to his court-authorized auctioneer, Paul E. Saperstein Co., Inc. (the “Auctioneer”) for services rendered and expenses incurred relative to the public auction sale (the “Public Sale”) conducted by the Auctioneer with respect to the Estate’s right, title and interest in in all or substantially all of the Estates’ assets, properties and rights, other than the Excluded Assets (as defined in the Sale Motion, referenced below) (collectively, the “Assets”).

¹ The affiliated debtors, along with the last four digits of each debtor’s federal tax identification number, are as follows: (i) Legacy Global Sports, L.P., EIN #2834; (ii) LGS Management, LLC, EIN # 5401; (iii) LGS Manufacturing LLC, EIN #5305; (iv) Legacy Global Lacrosse LLC, EIN # 0161; (v) LGS Logistics LLC, EIN #6244; (vi) LGS Team Sales LLC, EIN # 6484; (vii) Premier Sports Events LLC, EIN #5407; (viii) Massachusetts Premier Soccer LLC d/b/a Global Premier Soccer, EIN # 6290; (ix) Maine Premier Soccer LLC, EIN #0740; (x) Mass Premier Soccer in New Hampshire, LLC, EIN #2958; (xi) Florida Premier Soccer LLC, EIN #0702; (xii) New York Premier Soccer LLC, EIN # 27-2451104; (xiii) Jersey Premier Soccer LLC, EIN # 0501; (xiv) GPS in Vermont LLC, EIN #3359; (xv) Rhode Island Premier Soccer LLC, EIN #2841; (xvi) Carolina Premier Soccer LLC, EIN # 46-1594047; (xvii) Georgia Premier Soccer LLC, EIN #1982; (xviii) Global Premier Soccer Puerto Rico LLC, EIN #1857; (xix) Global Premier Soccer Canada LLC, EIN # 6291; (xx) Global Premier Soccer Oregon, EIN #8242; (xxi) Global Premier Soccer California LLC, EIN #7811; (xxii) Global Premier Soccer Missouri, LLC, EIN #2782; (xxiii) Global Premier Soccer Connecticut, EIN # 6400; (xxiv) Global Premier Soccer Delaware, EIN # 4703; (xxv) Global Premier Soccer Michigan LLC, EIN # 0533; (xxvi) Global Premier Soccer Minnesota LLC, EIN # 5588; and (xxvii) Global Premier Soccer Ohio LLC, EIN #0022.

The Auctioneer's services are set forth in further detail herein and in the *Application for Fee and Affidavit* (the "Fee Application"), filed concurrently herewith. In further support of this motion (the "Motion"), the Trustee submits the following:

Background

1. On May 20, 2020, certain creditors filed an involuntary petition for relief against LGS under Chapter 7 of the United States Bankruptcy Code ("Bankruptcy Code"), and an order for relief was entered against LGS on June 23, 2020.

2. On June 23, 2020, each of the remaining Debtors filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code.

3. Harold B. Murphy is the duly appointed Chapter 7 trustee of the Debtors.

4. As of the Petition Date, the Debtors maintained an interest in the Assets.

Public Auction Sale

5. On August 21, 2020, the Trustee filed the *Motion by Chapter 7 Trustee for Entry of Order Authorizing Sale of All or Substantially All Assets of the Debtors by Public Online Auction Sale Free and Clear of Liens, Claims, Encumbrances and Interests* (the "Sale Motion.") By the Sale Motion, the Trustee sought to sell the Estate's right, title and interest in the Assets by the Public Sale.

6. Simultaneously with the Sale Motion, the Trustee filed an *Application of Chapter 7 Trustee to Employ Paul E. Saperstein Co., Inc. as Auctioneer to Conduct Online Public Auction Sale of Assets* (the "Application") in order to employ the Auctioneer to conduct the Public Sale. A copy of the order authorizing the Auctioneer's employment is attached as Exhibit A.

7. On September 29, 2020, the Court entered an order authorizing the Trustee to conduct the Public Sale.

8. The Trustee conducted the Public Sale on October 1, 2020 at 11:00 a.m. The Public Sale was attended by multiple interested parties.

9. The Assets were offered in lots and in various combinations of lots. The Trustee accepted the highest bids for the Assets as follows:

- | | |
|---|------------------|
| (i) Legacy Global Sports "entirety" assets consisting of, among other things, intellectual property, domain names, social media accounts, customer lists, accounts relievable, licenses, and permits (the " <u>Entirety Assets</u> ") | \$240,000 |
| (ii) PSE Housing Booking Platform, including proprietary applications and interface software | \$370,000 |
| (iii) Legacy Global Sports Registration System | \$ 2,500 |
| (iv) Interest in LGS Europe AB | \$ 30,000 |
| (v) Interest in SwedSPORT Tournament & Event AB | \$ 2,500 |
| (vi) 19 Laptops and Desktops | \$ 7,000 |

10. The sale price for the Assets aggregated \$652,000; however, following the auction sale, the high bidder for the Entirety Assets, the Legacy Global Sports Registration System and the interest in SwedSPORT Tournament Event AB declined to close on the sale and forfeited his \$20,000 deposit. The second highest bidder for the Entirety Assets also declined to close on a sale. No registered bidder made an offer on the vehicles owned by the Debtor. As such, the total in sale proceeds collected by the Trustee in connection with the Public Sale, not including the \$20,000 forfeited deposit, is \$407,000.

11. The Trustee is in the process of conferring with former employees of the Debtor regarding the unsold assets and is exploring a second auction or a private sale with respect to the

unsold assets. The Trustee is also in the process of abandoning the vehicles to the extent that relief from the stay has not been granted with respect to the vehicles.

Relief Requested

12. In accordance with the Application filed concurrently herewith, the Trustee seeks authority to pay to the Auctioneer the sum of \$29,190.05, which includes (i) the Auctioneer's commission in the amount of \$22,200 as provided in MLBR 6004-1(d)(8) for services rendered relative to the Public Auction, and (ii) reimbursement of actual and necessary expenses totaling \$6,990.50.

13. The Auctioneer's expenses are detailed in the Fee Application, and consist of advertising costs and labor costs. The Auctioneer's actual expenses were less than 50% of the amount estimated in the Application. The Auctioneer's labor costs, in the amount of \$3,900, included 52 hours of consultation and auction preparation, included conferring with numerous potential bidders regarding the assets they were interested in purchasing, gathering information regarding the assets, including multiple vehicles scattered across multiple states, many in unknown locations, traveling to view vehicles and potential assets located in Maine that were not listed on the Schedules, and working extensively with the Trustee to most effectively categorize the assets available for sale at the Public Auction. The Auctioneer advertised the Public Sale on its website, www.pesco.com, in the Boston Herald, IP Watchdog, Facebook ads, internet ads and electronic mail blasts. Eight (8) qualified bidders were present for the Public Sale.

14. The services of the Auctioneer were essential to the Trustee's efforts with respect to the marketing and liquidation of the Assets. The Trustee is holding sufficient funds in the Estate from the proceeds of the Assets to pay the amounts sought by the Auctioneer.

15. The Trustee does not anticipate any opposition to this Motion.

Notice

16. The Trustee shall serve this Motion upon the United States Trustee, the taxing authorities, and all parties who have requested notices in this case. The Trustee shall serve notice of any hearing date and objection deadline with respect to the Motion upon the United States Trustee, all parties who have requested notices, and all creditors.

WHEREFORE, the Trustee respectfully requests that this Court enter an order authorizing the Trustee to pay the Auctioneer the sum of \$29,190.05, consisting of \$22,200 in commission and \$6,990.50 in expenses, in accordance with the Application, and for any such additional relief that the Court deems just and proper.

HAROLD B. MURPHY,
CHAPTER 7 TRUSTEE

By his counsel,

/s/ Kathleen R. Cruickshank

Harold B. Murphy BBO#362610

Kathleen R. Cruickshank BBO#550675

MURPHY & KING, Professional Corporation

One Beacon Street

Boston, MA 02109

Tel: (617) 423-0400-Fax: (617) 556-8985

Email: kcruickshank@murphyking.com

Dated: January 28, 2020
788948

EXHIBIT 4



Murphy & King Professional Corporation
Counsellors at Law

CHARLES R. BENNETT, JR.
Direct Dial: 617-226-3408
Email: cbennett@murphyking.com

June 14, 2021

*VIA FEDERAL EXPRESS
AND FIRST CLASS MAIL*

John St. Pierre
3 Bradley Lane
North Hampton, NH 03862

Re: Acceleration of Promissory Note and Demand for Payment

Dear Mr. St. Pierre:

This firm and the undersigned are counsel to Harold B. Murphy as he is Trustee (the "Trustee") of the Chapter 7 Bankruptcy Estate of Legacy Global Sports LP ("Legacy Sports"). On behalf of the Trustee, reference is hereby made to a certain Promissory Note dated March 4, 2016, in the principal amount of \$900,000 payable to Legacy Global Sports LP (the "Note"). Pursuant to the Note, the full principal amount plus accrued interest is due and payable within ninety (90) days upon the occurrence of certain events, including sale of all or substantially all of the assets of Legacy Sports. On October 1, 2020, substantially all of the assets of Legacy Sports were sold. More than ninety (90) days has elapsed since the sale occurred, and you have failed and neglected to pay in full the principal and accrued interest due thereon. Accordingly, DEMAND is hereby made for payment of the outstanding principal balance of \$900,000 plus accrued interest from and after March 4, 2016.

Thank you for your prompt payment.

Very truly yours,


Charles R. Bennett, Jr.

cc: Jennifer Doran

798451

www.murphyking.com

One Beacon Street
Boston, MA 02108-3107
Tel: 617.423.0400
Fax: 617.423.0498

150 E. 58th Street, 22nd Floor
New York, NY 10155
Tel: 212.631.0223
Fax: 212.624.0223

EXHIBIT 5



650 Elm Street
Manchester, NH 03101-2596
p: 603-225-4334 f: 603-224-8350

Christopher H.M. Carter
ccarter@hinckleyallen.com
Direct Dial: 603-545-6104

July 20, 2021

Via Email

cbennett@murphyking.com

Charles R. Bennett, Jr.
Murphy & King
One Beacon Street
Boston, MA 02108-3107

Re: Legacy Global Sports, L.P.

Dear Attorney Bennett:

As you know, this firm represents John St. Pierre. We received your letter dated June 14, 2021 in which you made demand for payment of \$900,000 plus interest under a Promissory Note dated March 4, 2016 (the “Note”) given by Mr. St. Pierre in favor of Legacy Global Sports, L.P. (the “Debtor”). Your letter states that the Note is due and payable because of the alleged sale of “substantially all of the assets” of the Debtor. Mr. St. Pierre denies any and all liability under the Note.

Mr. St. Pierre was the founder of the Debtor and its former President. The Note was part of an equity transaction designed to incentivize Mr. St. Pierre to grow the Debtor’s business. In 2016, Mr. St. Pierre issued the Note in exchange for his purchase of six percent (6%) of the equity of the Debtor. The Debtor loaned \$900,000 to Mr. St. Pierre to fund the purchase in exchange for the Note. The Debtor raised \$5,000,000 in 2016 as part of the transaction under which Mr. St. Pierre issued the Note.

In 2018, Jefferson River Capital acquired an interest in the Debtor. It froze out Mr. St. Pierre and destroyed the Debtor’s business. The Debtor was the subject of an involuntary bankruptcy petition that you now are administering.

The Note provides that it is payable upon, *inter alia*, “the sale of all or substantially all of the assets of Holder [Debtor] to a bona fide third party for value.” The Debtor’s assets were not sold for value to a bona fide third party purchaser. Harold B. Murphy, the Chapter 7 Trustee appointed to administer the Debtor’s assets (the “Trustee”), held a public auction of the Debtor’s

Charles R. Bennett, Jr.

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assets. The assets were sold in six (6) lots.¹ Two (2) of the lots had no bidder, and the total amount that the Trustee obtained from the assets was \$407,000, less approximately \$30,000 payable to the auctioneer. In total, the Trustee netted less than \$370,000. *See* Motion by Chapter 7 Trustee for Entry of Order Authorizing Payment to Auctioneer for Services Relative to Public Auction, filed on January 28, 2021 [Dkt. 229] (the “Auction Report”).

Further, the Auction Report states that the Trustee was “exploring a second auction or a private sale with respect to the unsold assets. The Trustee is also in the process of abandoning the vehicles to the extent that relief from stay has not been granted with respect to the vehicles.” *See* Auction Report at ¶11. As such, the Trustee acknowledges that he did not sell all of the Debtor’s assets, and that he planned to abandon assets as well.

The sale of some of the worthless remains of a business, once valued in excess of \$20 million in 2018, prior to the unlawful freeze-out of Mr. St. Pierre, does not constitute the sale of assets to a bona fide third party for value. No single party purchased the assets, and not all of the Debtor’s assets were sold. The Debtor’s intellectual property and goodwill, once its most valuable assets, did not even find a buyer, and certainly not a buyer for the value that these assets once had. The \$370,000 that the Trustee netted is less than one-half of the amount of the Note that Mr. St. Pierre gave for only four and one-half percent (4.5%) of the Debtor’s equity (based on the 2016 valuation of \$15 million). For these reasons, the bankruptcy auction of some, but not all, of the Debtor’s remaining assets to multiple buyers at a fire sale does not trigger repayment under the Note.

Mr. St. Pierre reserves all of his rights with respect to this matter.

Sincerely,



Christopher H.M. Carter
CHMC/smc

Cc: Client

#61172892

¹ The most valuable lot was the PSE housing platform, which sold for \$370,000. The Trustee was unaware of this asset until Mr. St. Pierre told him of its existence during a phone call among Mr. St. Pierre, Mr. Murphy and Ms. Doran. Mr. St. Pierre reserves his rights in this regard.